ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONERS COURTROOM, SUITE 203
January 26, 2026
9 a.m.

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

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

AGENDA

1.	Judge Cude:	Call to Order.
2.	Judge Cude:	Prayer; Pledge of Allegiance.
3.	Public Comments:	
4.	Justin Vasquez: I.T:	Presentation of new County Website
5.	Linda Burris: Judge Cude:	Discuss and/or take appropriate action concerning the renewal of Property and Casualty Insurance Policies to be effective February 1, 2026.
6.	Judge Dillingham: 81st District Judge:	Discuss and/or take appropriate action to approve the 81st Judicial District Mental Health Court Resolution and apply for continued funding for the Court through the Governor's Office (no county match required). Resolution attached.
7.	Judge Dillingham: 81st District Judge:	Discuss and/or take appropriate action to approve the 81st Judicial District Mental Health Court contract with UTHSCA for psychiatric services through September 30, 2026, with funding provided by the awarded grant.
8.	Dale Rankin: AGlife:	Discuss and/or take appropriate action to approve the County Agent's Annual Interpretation.
9.	Constable Rutherford:	Discuss and/or take appropriate action to accept the Racial Profiling Report for the year of 2025.

10. Courtney Grier: EMS: Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Nicola Sarale
Position:	PRN EMT To PRN Paramedic
Pay Rate:	$22.00 hourly
Salary Budget Area:	041-400-518
Start Date:	January 26, 2026
Physical:	Complete
Drug Test:	Complete

New Employee:	Steven Riojas
Position:	PRN EMT
Pay Rate:	$15.00 hourly
Salary Budget Area:	041-400-518
Start Date:	January 27,2026
Physical:	Complete
Drug Test:	Complete

11. Sarah Rihn: Animal Control: Discuss and/or take appropriate action concerning personnel:

New Employee:	Mallory Goller
Position:	Kennel Tech
Pay Rate:	$19.00 hourly
Salary Budget Area:	012-447-405
Start Date:	January 26,2026
Physical:	Complete
Drug Test:	Complete

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

New Employee:	Emilio Rodriguez
Position:	Corrections Officer
Pay Rate:	Tier 2: $24.36 Hourly, $200.00 Mo. Uniform, SB22 Eligible, 90-day County Probation, 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	January 26,2026 9:00 a.m.
Physical:	complete
Drug Test:	complete

Existing Employee:	Timothy Challes
Position:	Admin Sergeant Investigator
Pay Rate:	$33.08 Hourly, $200.00 Mo. Uniform, SB22 Eligible
Salary Budget Area:	012-440-410
Start Date:	February 01,2026
Physical:	n/a
Drug Test:	n/a

Existing Employee: Priscilla Padron

Position:	Jail Admin. Sergeant
Pay Rate:	$29.28 Hourly, $200.00 Mo. Uniform, SB22 Eligible, 1-Year Agency Probation
Salary Budget Area:	012-442-570
Start Date:	February 01,2026
Physical:	n/a
Drug Test:	n/a

Existing Employee:	Nayeli Perez
Position:	Corrections Officer
Pay Rate:	Move to Tier 1: $25.27 Hourly, $200.00 Mo. Uniform, SB22 Eligible, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	February 15,2026
Physical:	n/a
Drug Test:	n/a

Existing Employee:	Rosa Morales
Position:	Corrections Officer
Pay Rate:	Move to Tier 1: $25.27 Hourly, $200.00 Mo. Uniform, SB22 Eligible, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	February 01,2026
Physical:	n/a
Drug Test:	n/a

Existing Employee:	Lenora Rodriguez
Position:	Jail Nurse
Pay Rate:	Move to Tier 1: $29.81 Hourly, $200.00 Mo. Uniform, SB22 Eligible, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-427
Start Date:	February 01,2026
Physical:	n/a
Drug Test:	n/a

13. Sheriff Guerra: Discuss and/or take appropriate action to approve the Atascosa County Commissioners Court Resolution for Operation Lone Star for fiscal years 2026--2027 (September 1, 2026 through August 31, 2027), authorize the County Judge to sign, and direct the filing of the resolution with the County Clerk (Grant #5366002).

14. Sheriff Guerra: Discuss and/or take appropriate action to approve the presentation of the Atascosa County Sheriff's Office Annual Reports, including the Racial Profiling Report for 2025.

15. Sheriff Guerra: Discuss and/or take appropriate action on approval of FTO annual pay for

designated FTO Officers.

Approval of annual FTO Pay for the following designated FTO officers:
Addie Cunningham
John Mendoza
Elaine Pacheco
Ivan Quintero
Jessica Turrubiartes
Annual supplement will be $1,000.00, starting Februay 1, 2026
Budget: 012-440-490
All officers are certified FTO's through TCOLE

16. Cathy Seiter: Elections Administrator: Discuss and/or take appropriate action to approve the elections contract between Lytle ISD and Atascosa County Elections Office.

17. Cathy Seiter: Elections Administrator: Discuss and/or take appropriate action to approve the polling location at Campbellton Hall, located at 305 St Francis Avenue Campbellton, TX 78008.

18. Cathy Seiter: Elections: Discuss and/or take appropriate action to enter the Joint Primary Contracts into record.

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

20. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for Jacob & Krystina Pacheco on N US Highway 281 in Precinct 1.

21. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning the Right-of-Way Permits for Frontier Communications in Precinct 2 for the following roads:
- Crestway Rd.
- Marbach Rd.
- Ranch Rd.
- Stevens Rd.
- Woodcrest Dr.

22. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning the Road Bore Permits for Frontier Communications in Precinct 2 for the following roads:
- Crestway Rd. Crossing #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12
- Marbach Rd. Crossing #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15, #16, #17, #18, #19, #20, #21, #22, #23
- Ranch Rd. Crossing #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15
- Stevens Rd. Crossing #1, #2, #3, #4, #5
- Woodcrest Dr. Crossing #1, #2, #3, #4

23. Britni Van Curan: Rural Discuss and/or take appropriate action concerning approval/denial of the Final Plat for the Wiederhold Estates Subdivision on Private Road D55 in

	Development:	Precinct 3.
24.	Britni Van Curan: Rural Development:	Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for Henneke Financial on PR Mia Ln in Precinct 4.
25.	Theresa Carrasco: County Clerk:	Discuss and/or take appropriate action to approve the Database Access Agreements between Atascosa County and Records Online, Zillow, CoreLogic Information, and Atascosa Title, Inc., to proceed with the FPT database access site; acknowledge prior approval by the Commissioners Court on November 10, 2025; and authorize the County Judge to sign the agreements on behalf of all parties.
26.	Theresa Carrasco: County Clerk:	Discuss and/or take appropriate action to approve the Commissioners' Court Minutes for December 2025.
27.	Tracy Barrera: County Auditor:	Discuss and/or take appropriate action to approve the attached 2025 Budget adjustments.
28.	Tracy Barrera: County Auditor:	Discuss and/or take appropriate action to accept the budget converted to the FI Software System. The amount for budget items will not change from the approved 2026 budget, but might be combined into line items that are similar.
29.	Tracy Barrera: County Auditor:	Discuss and/or take appropriate action concerning approval of disbursement of pre-trial diversion funds as authorized by Art. 102.0121 of the Texas Code of Criminal Procedure and approval of a check to be written from the Pre-Trial Miscellaneous Fund line item 053-400-625, in the amount of $10,500.00 for FY 2026 2nd quarter payment for services provided to Atascosa by the CSCD, as specified in the Interlocal Agreement. This has been reviewed and approved by the County Attorney.
30.	Tracy Barrera: County Auditor:	Discuss and/or take appropriate action on approving the renewal of the Statewide Automated Victim Notification Service (SAVNS) Grant Contract. This is with the Office of the Attorney General (OAG). If approved, direct the County Judge to sign via DocuSign. This agreement has been reviewed and approved by the County Attorney's office.
31.	Tracy Barrera: County Auditor:	Discuss and/or take appropriate action concerning the trade-in of the following item from the County Attorney: 2019 Ford F150 Pickup, VIN#1FTEW1CB3KKE60512, for a trade-in value of $16,000.00 to Mac Haik's Southway Ford. This trade will go toward the purchase of a 2025 Ford F150 Pickup, VIN#1FTEW2LP9SFC56565, for $53,226.25. The total cost after trade-in is $31,476.25. This purchase will be charged to the County Attorneys capital outlay budget 012-404-707.
32.	Justin Vasquez: JP Software Committee:	Discuss and/or take appropriate action concerning recommending LGS as the new case management software for Justice of the Peace courts. Addendum to the current contract pending County Attorney approval and authorizing the County Judge to sign.
33.	Justin Vasquez:	A. Discuss and/or take appropriate action concerning accepting quote from

	I.T:	TotalCom for network cabling for the existing portion of the Tax Office renovation in the amount of $16,709.92 pending review by County Attorney and authorizing County Judge to sign. B. Approve 50% payment up front from I.T. Capital Outlay Fund.
34.	Curtis Vickers: Judge Cude:	Discuss and/or take appropriate action to discuss the Tax Office construction project status and consider approval of change orders No. 2 and No. 3.
35.	Judge Cude: Tabitha Garza: Policy & Procedure Committee:	Discuss and/or take appropriate action regarding the process for submitting policy items for consideration by the Policy & Procedure Committee and acknowledgment of the 2026 Policy & Procedure Committee meeting calendar.
36.	Judge Cude:	Discuss and/or take appropriate action to approve the joint resolution with the City of Pleasanton to collaborate on the planning for a Fire and Emergency Medical Services (EMS) facility.
37.	Judge Cude:	Discuss and/or take appropriate action concerning the Bond for Atascosa County Commissioner Pct. 4.

38. **EXECUTIVE SESSION**

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

1. Discuss/Consider status of Tax Office Construction Project and proposed Change Order No. 2 and No. 3.

39. **OPEN SESSION**

1. Discuss/Consider the status of the Tax Office Construction Project and approval of proposed Change Order No. 2 and/or No. 3.

40.	**Judge Cude:** **Tracy Barrera:**	**Discuss, review and take action to accept and/or approve any invoices and payroll.**
41.	**Judge Cude:** **Tracy Barrera:**	**Discuss, review and take action on reports submitted.**
42.		**COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken).** The next Commissioners Court is set for Monday, February 9, 2026.
43.	Judge Cude:	Adjourn.

Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 9:00a.m., on Wednesday January 21, 2026.

Jessica Kidd, Court Coordinator

AGENDA REQUEST
(GENERAL)

Agenda Item 4.

Meeting Date: 01/26/2026
Item Title:
Submitted For: Justin Vasquez, I.T. Manager

Discuss and/or take appropriate action concerning:

Justin Vasquez: I.T: Presentation of new County Website

AGENDA REQUEST
(GENERAL)

Agenda Item 5.

Meeting Date: 01/26/2026
Item Title:
Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Linda Burris: Discuss and/or take appropriate action concerning the renewal of Property and
Judge Cude: Casualty Insurance Policies to be effective February 1, 2026.

AGENDA REQUEST
(GENERAL)

Agenda Item 6.

Meeting Date:	01/26/2026
Item Title:	
Submitted For:	Jennifer Dillingham, 81st District Judge

Discuss and/or take appropriate action concerning:

Judge Dillingham: 81st District Judge:	Discuss and/or take appropriate action to approve the 81st Judicial District Mental Health Court Resolution and apply for continued funding for the Court through the Governor's Office (no county match required). Resolution attached.

ATTACHMENTS

information

ATASCOSA COUNTY RESOLUTION

WHEREAS, The Atascosa County Commissioners Court finds it in the best interest of the citizens of Atascosa County, Texas that the 81st Judicial District Court continue the 81st Judicial District Mental Health Court pursuant to the Texas Government Code, Chapter 125 and

WHEREAS, Atascosa County Commissioners Court agrees to provide applicable matching funds (if needed) for the said project as required by the Office of the Governor's grant application; and

WHEREAS, Atascosa County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Atascosa County Commissioners Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Atascosa County Commissioners Court designates Judge Jennifer Dillingham, 81st Judicial District Judge as the grantee's authorized official and the County Auditor as the grantee's financial officer. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Atascosa County Commissioners Court approves submission of the grant application for the 81st Judicial District Mental Health Court to the Office of the Governor.

Signed by:

Passed and Approved this ____ day of January, 2026.

_____

Honorable Weldon P. Cude,
Atascosa County Judge

AGENDA REQUEST
(GENERAL)

Agenda Item 7.

Meeting Date:	01/26/2026
Item Title:	
Submitted For:	Jennifer Dillingham, 81st District Judge

Discuss and/or take appropriate action concerning:

Judge Dillingham: 81st District Judge:	Discuss and/or take appropriate action to approve the 81st Judicial District Mental Health Court contract with UTHSCA for psychiatric services through September 30, 2026, with funding provided by the awarded grant.

ATTACHMENTS

information

STATE OF TEXAS	**§**	**PROFESSIONAL SERVICES**
	§	
COUNTY OF ATASCOSA	**§**	**AGREEMENT**

This professional services agreement (the "Agreement") is between ATASCOSA COUNTY, TEXAS ("COUNTY"), a political subdivision of the State of Texas, and THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER OF SAN ANTONIO *aka* UTHSCSA ("SERVICE PROVIDER"), an agency of the State of Texas and a component institution of the University of Texas System governed by the Board of Regents (each individually, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, SERVICE PROVIDER will utilize trained personnel to perform the Services and thus, COUNTY has determined that the Services provided are professional services requiring work that is predominantly mental or intellectual rather than physical or manual, requiring special knowledge or attainment, and a high order of learning, skill and academic intelligence.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
PURPOSE

1.1 The purpose of this Agreement is for COUNTY to secure the development and operation of a program which shall provide the following services to individuals referred from the Mental Health Treatment Court (the "Program"): (1) full psychiatric evaluations; (2) monthly psychiatry follow-up care for each referred person.

ARTICLE II
TERM

2.1 The term of this Agreement shall commence on February 1, 2026, and end on September , 2026 (the "Term").

ARTICLE III
SERVICES

3.1 SERVICE PROVIDER shall provide the following services (the "Services"):

a) A psychiatrist, who is a licensed physician in the State of Texas and accredited as a medical doctor from an accredited school of medicine, to specifically address the mental health issues of individuals who are participating in the Mental Health

Treatment Court by providing psychiatric assessments.

b) An Initial Psychiatric Evaluation shall include:
- A sixty to ninety (60-90) minute one-on-one session;
- Review of psychosocial history;
- Review of symptoms by;
- Review of substance abuse history;
- Review of treatment goals;
- Establishment of a treatment;

d) Follow-Up Appointments shall include:
- Thirty (30) minute sessions;
- Review of symptoms;
- Adjustment of medication;
- Brief counseling;

e) All appointments shall be telepsychiatry.

f) SERVICE PROVIDER shall reserve that period of professional time required to fulfill the terms of this Agreement.

k) SERVICE PROVIDER shall provide treatment plans and evaluations for each client within fourteen (14) days of completion on a monthly basis, as well as a treatment summary from the prior month. Any clinically significant updates related to the client and their treatment plan shall include treatment adherence, risks, or side effects and will be shared with the Mental Health Treatment Court team within twenty-four (24) hours from the time of update input. This information shall also be provided to Program case monitors. Progress summary shall include the date and time of each scheduled session and whether or not the client attended. If the session did not occur as scheduled, Program team members shall be apprised and shall have written indication that the appointment was cancelled by either the SERVICE PROVIDER or the client, or that the client failed to appear or call.

m) Following referral of the client for Services, if SERVICE PROVIDER determines that its staff cannot address issues identified as problematic, or determines that the client referred is not in need of Services, then SERVICE PROVIDER shall provide written documentation of that determination, to include justification and referral for other services better suited to the client.

n) The SERVICE PROVIDER staff assigned to the Program must have experience in providing mental health therapeutic intervention.

o) SERVICE PROVIDER shall provide data and other information for any applicable grant reports.

p) SERVICE PROVIDER shall maintain separate client records and data, such as

counseling notes and records of Service sessions, which will remain on the property of the SERVICE PROVDER.

q) SERVICE PROVIDER shall obtain client's authorization to release client's protected health information (PHI) to the COUNTY prior to disclosing any PHI. The authorization shall comply with HIPAA, Title 45, Part 164, as amended.

ARTICLE IV
COMPENSATION

4.1 Total compensation for Services provided during the Term pursuant to this Agreement shall be an amount not to exceed **one hundred and thirty thousand dollars**($130,000.00).

4.2 For Services provided in accordance with Article III, Section 3.1 of this Agreement, COUNTY will pay SERVICE PROVIDER:

a) An amount of **FOUR HUNDRED TWENTY DOLLARS AND ZERO CENTS** ($400.00) for an Initial Psychiatric Evaluation as specified in 3.1(c) for each client; and

b) An amount of **TWO HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS** ($250.00) for a Follow-Up Appointment for each client as specified in 3.1(d).

c) In no event shall total compensation for all Services provided pursuant to this Agreement during the Term exceed **one hundred and thirty thousand dollars**($130,000.00).

4.3 SERVICE PROVIDER shall submit an invoice to COUNTY's Auditor within ten (10) business days following the end of the invoiced month and shall include information deemed necessary by COUNTY for adequate fiscal control in regard to all Services rendered.

4.4 COUNTY will pay approved invoices in accordance with Texas Government Code Chapter 2251.

ARTICLE V
CONFIDENTIALITY OF RECORDS

5.1 SERVICE PROVIDER shall maintain strict confidentiality of all information and records relating to clients, and shall not disclose the information, except as required to perform the Services pursuant to this Agreement, or as may be required by law.

ARTICLE VI
DISCLOSURE OF INFORMATION

7.1 SERVICE PROVIDER has an affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail the following information to COUNTY's Representative:

a) Any and all corrective action required by any licensing authorities of SERVICE PROVIDER providing Services pursuant to this Agreement;

b) Any and all litigation filed against SERVICE PROVIDER performing Services pursuant to this Agreement;

c) Any arrest of SERVICE PROVIDER performing Services pursuant to this Agreement;

ARTICLE VII
EQUAL OPPORTUNITY

8.1 SERVICE PROVIDER agrees to respect and protect the civil and legal rights of all patients. It shall not unlawfully discriminate against patient on the basis of age, race, sex, religion, disability or national origin. SERVICE PROVIDER shall abide by all applicable federal, state and local laws and regulations.

ARTICLE VII
ASSIGNMENT & SUBCONTRACTING

9.1 SERVICE PROVIDER may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of COUNTY.

ARTICLE IX
OFFICIALS NOT TO BENEFIT

10.1 No officer or employee of COUNTY and no other public officials of the governing body of the locality or localities in which the Program is situated or being carried who exercise any functions or responsibilities in the Program shall participate in any decision relating to this Agreement that affects his/her personal interest or shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE X
DEFAULT

11.1 COUNTY may, by written Notice of default to SERVICE PROVIDER, terminate the whole or any part of this Agreement as it deems appropriate if SERVICE PROVIDER fails to perform the Services provided for by this Agreement within the time specified herein or any extension thereof and does not cure such failure within a period of ten (10) business days.

ARTICLE XI
TERMINATION

12.1 Either Party may terminate this Agreement upon:

a) giving thirty (30) business days written Notice to the other Party of the intention to terminate; or

b) the exhaustion of available funds.

12.2 If at any time during the Term of this Agreement, COUNTY determines, in its sole discretion, that the safety of clients may be in jeopardy, COUNTY may immediately suspend the effect of this Agreement including, but not limited to, the obligation to pay, upon giving Notice to SERVICE PROVIDER.

ARTICLE XII
INDEMNIFICATION

13.1 COUNTY and SERVICE PROVIDER acknowledge that they are, respectively, a political subdivision and agency of the State of Texas and are subject to and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et seq., and the remedies authorized therein regarding claims and causes of action that may be asserted by third parties for accident, injury or death.

ARTICLE XIII
TEXAS LAW TO APPLY

14.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

ARTICLE XIV
VENUE AND PERFORMANCE

15.1 All performance of Services, and exclusive venue for any litigation, arising from this Agreement shall be in Bexar County, Texas.

ARTICLE XV
LEGAL CONSTRUCTION

16.1 In the event that any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, then the invalid, illegal or unenforceable provision shall not affect any other provision hereof and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XVI
PRIOR AGREEMENTS SUPERSEDED

17.1 This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreement between the Parties concerning the subject matter herein.

ARTICLE XVII
AMENDMENTS

18.1 Any amendments to this Agreement must be in writing, dated subsequent to the date hereof and duly executed by the Parties.

ARTICLE XVIII
REPRESENTATIONS & WARRANTIES

19.1 SERVICE PROVIDER hereby represents and warrants the following:

a) That it has all necessary right, title, license and authority to enter into this Agreement;

b) That it is qualified to do business in the State of Texas; that it holds all the necessary licenses and staff certifications to provide the type(s) of Services being contracted; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Bexar, or any political subdivision thereof;

c) That it carries sufficient insurance to protect COUNTY under the indemnity provisions of, as well as for any potential liabilities that arise from or are related to, this Agreement; and

ARTICLE XIX
ADDITIONAL TERMS

20.1 SERVICE PROVIDER shall comply with all applicable federal and state laws and regulations regarding Services delivered pursuant to this Agreement.

20.2 SERVICE PROVIDER agrees to maintain and make available for evaluation, inspection, audit or reproduction by COUNTY, all books, documents and other evidence pertaining to the costs and expenses of this Agreement.

20.3 SERVICE PROVIDER shall retain and make available to COUNTY, during normal business hours, all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending

litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY's inspection, during normal business hours, all contractual agreements with SERVICE PROVIDER's subcontractors for Services related to this Agreement.

20.4 In performing the Services pursuant to this Agreement, SERVICE PROVIDER is an independent contractor and no provision of this Agreement shall be construed as making SERVICE PROVIDER the agent, servant or employee of COUNTY.

ARTICLE XX
INSURANCE

21.1 It is the policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the State who are acting within the scope of their employment. Rather, third parties must look to the Texas Tort Claims Act for relief with respect to property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment as more fully set out above. Notwithstanding the foregoing, each component of the University of Texas System may enroll qualified personnel into the UT Systems Professional Medical Liability Benefit Plan, under the authority of Chapter 59, Texas Education Code. A copy of the plan can be found at: http://www.utsystem.edu/ogc/health/homepage.htm The University has and will maintain in force during the Term of this Agreement adequate insurance to cover its indemnification obligations, including worker's compensation/employer's liability coverage provided at statutory minimum coverage.

21.2 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by COUNTY, SERVICE PROVIDER shall notify the COUNTY of such and shall give such Notices not less than thirty (30) calendar days prior to the change, if SERVICE PROVIDER knows of said change in advance, or ten (10) calendar days' Notice after the change, if SERVICE PROVIDER did not know of the change in advance. Such Notice must be accompanied by a replacement Certificate of Insurance. All Notices shall be given to the COUNTY at the following addresses with a copy of this Agreement:

Tracy Barrera, County Auditor
1 Courthouse Circle Drive, Suite 105
Jourdanton, TX 78026

21.3 In addition to any other remedies COUNTY may have upon SERVICE PROVIDER's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, COUNTY shall have the right to order SERVICE PROVIDER to stop Services, and/or withhold any payment(s) which become due to SERVICE PROVIDER until SERVICE PROVIDER demonstrates compliance with the requirements hereof.

21.4 Nothing herein contained shall be construed as limiting in any way the extent to which SERVICE PROVIDER may, as authorized by the laws and Constitution of the State of Texas, be held responsible for payments of damages to persons or property resulting from SERVICE

PROVIDER's or its subconsultant's performance of the Services provided pursuant to this Agreement.

ARTICLE XXI
NOTICE

22.1 All notices to be provided pursuant to this Agreement ("Notice") must be in writing, and must be either personally delivered against a written receipt thereof or submitted by certified or registered mail, return receipt requested, postage prepaid and addressed to the proper Party at the address which appears below, or at such other address as the Parties may designate in writing. All Notices sent by mail will be deemed to have been provided on the date of written receipt or United States Postal Service postmark and shall be effective from such date.

If to COUNTY:
81st District Judge (Judge Jennifer M. Dillingham)
1405 Campbell Avenue
Jourdanton, Texas 78026

AND

Atascosa County Judge (Weldon P. Cude)

If to SERVICE PROVIDER: Christine Hernandez, MD, TCC Medical Director
Department of Psychiatry
5788 Eckhert Rd,
Mail Stop Code (MSC) 7792
San Antonio, Texas 78240

ARTICLE XXII
ACKNOWLEDGEMENTS

23.01 The Parties acknowledge that SERVICE PROVIDER is an agency of, and that COUNTY is a political subdivision of, the State of Texas and that, under the Constitution and laws of the State of Texas, both possess certain rights and privileges, are subject to certain limitations and restrictions, and only have such authority as is granted to them under the Constitution and the laws of the State of Texas. Notwithstanding any provision of this Agreement, nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver of restriction of any of the rights, remedies, claims and privilege of the State of Texas. Notwithstanding the generality or specificity of any provision of this Agreement (including, without limitation, any provision pertaining to indemnification, a cap on liability, a limitation of damages, or a waiver or limitation of rights, remedies, representation or warranties), the provisions of this Agreement, as those provisions pertain to SERVICE PROVIDER and COUNTY, are enforceable only to the extent authorized by the Constitution and laws of the State of Texas. The

Parties will not be required to perform or refrain from performing any act that would violate the laws or the Constitution of the State of Texas.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

COUNTY OF ATASCOSA

By: _____
Weldon P. Cude
County Judge

Date: _____

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER OF SAN ANTONIO AKA UTHSCSA

By: _____
GINNY GOMEZ-LEON, MBA, CPA
Sr. Vice President/CFO

Date: _____

AGENDA REQUEST
(GENERAL)

Agenda Item 8.

Meeting Date:	01/26/2026
Item Title:	County Agent Annual Interpretation
Submitted For:	Dale Rankin, Director

Discuss and/or take appropriate action concerning:

Dale Rankin:	Discuss and/or take appropriate action to approve the County Agent's Annual
AGlife:	Interpretation.

AGENDA REQUEST
(GENERAL)

Agenda Item 9.

Meeting Date:	01/26/2026
Item Title:	2025 Racial Profiling Report
Submitted For:	John Rutherford, Constable, Pct. 4

Discuss and/or take appropriate action concerning:

Constable Rutherford:	Discuss and/or take appropriate action to accept the Racial Profiling Report for the year of 2025.

ATTACHMENTS

Racial Profile Report

Racial Profiling Report | Full report

Agency Name: ATASCOSA COUNTY CONSTABLE PRECINCT 4
Reporting Date: 1/5/2026
TCOLE Agency Number:
Chief Administrator: Constable John Rutherford
Agency Contact:
Phone:
Email:
Mailing Address: 744 Hwy 281 South, Pleasanton, TX 78064

This Agency filed a full report

ATASCOSA COUNTY CONSTABLE PRECINCT 4 has adopted a detailed written policy on racial profiling. Our policy:

l) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the ATASCOSA COUNTY CONSTABLE PRECINCT 4 from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the ATASCOSA COUNTY CONSTABLE PRECINCT 4 if the individual believes that a peace officer employed by the ATASCOSA COUNTY CONSTABLE PRECINCT 4 has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the ATASCOSA COUNTY CONSTABLE PRECINCT 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the ATASCOSA COUNTY CONSTABLE PRECINCT 4

6) requires collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

a. the race or ethnicity of the individual detained;

b. whether a search was conducted and, if so, whether the individual detained consented to the search;

c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

d. whether the peace officer used physical force that resulted in bodily injury during the stop;

e. the location of the stop;

f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

a. the Commission on Law Enforcement; and

b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The ATASCOSA COUNTY CONSTABLE PRECINCT 4 has satisfied the statutory data audit requirements as prescribed in Article 2, 133(c), Code of Criminal Procedure during the reporting period.

Executed by: Constable John Rutherford

Date: 1/5/2026

Racial Profiling Report | Full Report
ATASCOSA COUNTY CONSTABLE PRECINCT 4
1/1/2025 - 12/31/2025

Total stops: 46 100.00%

Street address or approximate location of the stop

City street: 5 10.87%
US highway: 0 0.00%
State highway: 18 39.13%
County road: 23 50.00%
Private property or other: 0 0.00%

Was race or ethnicity known prior to stop?

Yes: 3 6.52%
No: 43 93.48%

Race or ethnicity

Alaska Native/American Indian: 0 0.00%
Asian/Pacific Islander: 0 0.00%
Black: 0 0.00%
White: 16 34.78%
Hispanic/Latino: 30 65.22%

Gender

Female:

Total 11 23.91%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%
Black 0 0.00% White 6 54.55% Hispanic/Latino 5 45.45%

Male:

Total 35 76.09%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%
Black 0 0.00% White 10 28.57% Hispanic/Latino 25 71.43%

Racial Profiling Report | Full Report
ATASCOSA COUNTY CONSTABLE PRECINCT 4
1/1/2025 - 12/31/2025

Reason for stop?

Violation of law:

Total 1 2.17%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 1 100.00% Hispanic/Latino 0 0.00%

Preexisting knowledge:

Total 0 0.00%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Moving traffic violation:

Total 34 73.91%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 12 35.29% Hispanic/Latino 22 64.71%

Vehicle traffic violation:

Total 11 23.91%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 3 27.27% Hispanic/Latino 8 72.73%

Was a search conducted?

Yes:

Total 0 0.00%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

No:

Total 46 100.00%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 16 34.78% Hispanic/Latino 30 65.22%

Reason for Search?

Consent:

Total 0 0.00%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Contraband:

Total 0 0.00%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Racial Profiling Report | Full Report
ATASCOSA COUNTY CONSTABLE PRECINCT 4
1/1/2025 - 12/31/2025

Probable cause:

Total 0 0.00%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Inventory:

Total 0

Alaska Native/American Indian 0 Asian/Pacific Islander 0

Black 0 White 0 Hispanic/Latino 0

Incident to arrest:

Total 0 0.00%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Was Contraband discovered?

Yes:

Total 0 0.00%

Did the finding result in arrest (total should equal previous column)?

Alaska Native/American Indian 0 0.00% Yes 0 0.00% No 0 0.00%

Asian/Pacific Islander 0 0.00% Yes 0 0.00% No 0 0.00%

Black 0 0.00% Yes 0 0.00% No 0 0.00%

White 0 0.00% Yes 0 0.00% No 0 0.00%

Hispanic/Latino 0 0.00% Yes 0 0.00% No 0 0.00%

No:

Total 0 0.00%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Description of contraband

Drugs:

Total 0 0.00%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Currency:

Total 0 0.00%

Racial Profiling Report | Full Report
ATASCOSA COUNTY CONSTABLE PRECINCT 4
1/1/2025 - 12/31/2025

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%
Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Weapons:

Total 0 0.00%
Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%
Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Alcohol:

Total 0 0.00%
Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%
Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Stolen property:

Total 0 0.00%
Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%
Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Other:

Total 0 0.00%
Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%
Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Result of the stop

Verbal warning:

Total 7 15.22%
Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%
Black 0 0.00% White 4 57.14% Hispanic/Latino 3 42.86%

Written warning:

Total 23 50.00%
Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%
Black 0 0.00% White 6 26.09% Hispanic/Latino 17 73.91%

Citation:

Total 16 34.78%
Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%
Black 0 0.00% White 6 37.50% Hispanic/Latino 10 62.50%

Racial Profiling Report | Full Report
ATASCOSA COUNTY CONSTABLE PRECINCT 4
1/1/2025 - 12/31/2025

Written warning and arrest:

Total 0 0.00%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Citation and arrest:

Total 0 0.00%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Arrest:

Total 0 0.00%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Arrest based on

Violation of Penal Code:

Total 0 0.00%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Violation of Traffic Law:

Total 0 0.00%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Violation of City Ordinance:

Total 0 0.00%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Outstanding Warrant:

Total 0 0.00%

Alaska Native/American Indian 0 0.00% Asian/Pacific Islander 0 0.00%

Black 0 0.00% White 0 0.00% Hispanic/Latino 0 0.00%

Racial Profiling Report | Full Report
ATASCOSA COUNTY CONSTABLE PRECINCT 4
1/1/2025 - 12/31/2025

Was physical force resulting in bodily injury used during stop?

Yes:

Total	0	0.00%						
	Alaska Native/American Indian	0	0.00%		Asian/Pacific Islander	0	0.00%	
	Black	0	0.00%	White 0	0.00%	Hispanic/Latino	0	0.00%
Injured	Suspect	0	0.00%	Officer 0	0.00%	Both	0	0.00%

No:

Total	46	100.00%						
	Alaska Native/American Indian	0	0.00%		Asian/Pacific Islander	0	0.00%	
	Black	0	0.00%	White 16	34.78%	Hispanic/Latino	30	65.22%

Number of complaints of racial profiling?

Total	0	0.00%
Resulted in disciplinary action	0	0.00%
Did not result in disciplinary action	0	0.00%

Submitted electronically to the

The Texas Commission on Law Enforcement

Racial Profiling Report | Full Report
ATASCOSA COUNTY CONSTABLE PRECINCT 4
1/1/2025 - 12/31/2025

Comparative Analysis
Motor Vehicle Stops vs. Gender Ethnic Population of Service Area
ATASCOSA COUNTY CONSTABLE PRECINCT 4

Racial Profile Data Provided by Kologik COPsync Mobile	# of Stops	% of Stops
Male	35	76.09%
Female	11	23.91%
Alaska Native/American Indian	0	0.00%
Asian/Pacific Islander	0	0.00%
Black	0	0.00%
White	16	34.78%
Hispanic/Latino	30	65.22%

Agency Service Area Demographics Provided by Agency Official (Not Kologik)	Total Number	% of Population
Male		
Female		
Alaska Native/American Indian		
Asian/Pacific Islander		
Black		
White		
Hispanic/Latino		
Other/Not Reported Above		

DATA SOURCE USED FOR AGENCY SERVICE AREA DEMOGRAPHICS:

ADDITIONAL INFORMATION THAT MAY INFLUENCE AND/OR IMPACT DATA REPORTED:

This form is produced in accordance with the Texas Code of Criminal Procedure Article 2.134 as required by the Texas Occupation Code Section 1701.164 and the Texas Commission on Law Enforcement. The Agency Service Area Demographics data was derived from available public data sources such as the US Census Bureau and other statistical services available to the reporting agency.

KOLOGIK

PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

Courtney Grier:
EMS:

Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Nicola Sarale
Position:	PRN EMT To PRN Paramedic
Pay Rate:	$22.00 hourly
Salary Budget Area:	041-400-518
Start Date:	January 26, 2026
Physical:	Complete
Drug Test:	Complete

PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

New Employee:	Steven Riojas
Position:	PRN EMT
Pay Rate:	$15.00 hourly
Salary Budget Area:	041-400-518
Start Date:	January 27,2026
Physical:	Complete
Drug Test:	Complete

PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

Sarah Rihn:
Animal Control:

Discuss and/or take appropriate action concerning personnel:

New Employee:	Mallory Goller
Position:	Kennel Tech
Pay Rate:	$19.00 hourly
Salary Budget Area:	012-447-405
Start Date:	January 26,2026
Physical:	Complete
Drug Test:	Complete

PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

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

New Employee:	Emilio Rodriguez
Position:	Corrections Officer
Pay Rate:	Tier 2: $24.36 Hourly, $200.00 Mo. Uniform, SB22 Eligible, 90-day County Probation, 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	January 26,2026 9:00 a.m.
Physical:	complete
Drug Test:	complete

PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee:	Timothy Challes
Position:	Admin Sergeant Investigator
Pay Rate:	$33.08 Hourly, $200.00 Mo. Uniform, SB22 Eligible
Salary Budget Area:	012-440-410
Start Date:	February 01,2026
Physical:	n/a
Drug Test:	n/a

PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee:	Priscilla Padron
Position:	Jail Admin. Sergeant
Pay Rate:	$29.28 Hourly, $200.00 Mo. Uniform, SB22 Eligible, 1-Year Agency Probation
Salary Budget Area:	012-442-570
Start Date:	February 01,2026
Physical:	n/a
Drug Test:	n/a

PERSONNEL ACTION FORM

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

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

Requested Action

Existing Employee:	Nayeli Perez
Position:	Corrections Officer
Pay Rate:	Move to Tier 1: $25.27 Hourly, $200.00 Mo. Uniform, SB22 Eligible, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	February 15,2026
Physical:	n/a
Drug Test:	n/a

PERSONNEL ACTION FORM

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

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

Requested Action

Existing Employee:	Rosa Morales
Position:	Corrections Officer
Pay Rate:	Move to Tier 1: $25.27 Hourly, $200.00 Mo. Uniform, SB22 Eligible, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	February 01,2026
Physical:	n/a
Drug Test:	n/a

PERSONNEL ACTION FORM

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

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

Requested Action

Existing Employee:	Lenora Rodriguez
Position:	Jail Nurse
Pay Rate:	Move to Tier 1: $29.81 Hourly, $200.00 Mo. Uniform, SB22 Eligible, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-427
Start Date:	February 01,2026
Physical:	n/a
Drug Test:	n/a

AGENDA REQUEST
(GENERAL)

Agenda Item 13.

Meeting Date:	01/26/2026
Item Title:	OLS Resolution 2026-2027
Submitted For:	Jake Guerra, Sheriff

Discuss and/or take appropriate action concerning:

Sheriff Guerra: Discuss and/or take appropriate action to approve the Atascosa County Commissioners Court Resolution for Operation Lone Star for fiscal years 2026--2027 (September 1, 2026 through August 31, 2027), authorize the County Judge to sign, and direct the filing of the resolution with the County Clerk (Grant #5366002).

Recommendation/Action Requested and Justification

Discuss and/or take appropriate action for the County Judge and the Sheriff to sign the new CEO/Law Enforcement Certifications and Assurances Form for Operation Lone Star for fiscal year 2026-2027, covering the period from 9/1/2026 to 8/31/2027 (Grant #5366002), and file the document with the County Clerk.

Forms are attached.

ATTACHMENTS

File 1
File 2

Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: Atascosa County	**Date:**
Agency/Department Name: Atascosa County Sheriff's Office	
Name of Chief Executive Officer: Judge Weldon Cude	
Name of Head of Law Enforcement Agency: Sheriff Jake Guerra	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of Atascosa County and as head of the Atascosa County Sheriff's Office we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2027 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2027 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Sub-chapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

_____

Signature
Chief Executive Officer for Grantee

_____

Signature
Head of Agency

Atascosa County Commissioner's Court Resolution For (Operation Lone Star)

WHEREAS, The Atascosa County Commissioner's Court finds it in the best interest of the citizens of Atascosa County, that the (Operation Lone Star) grant be authorized and operated for the 2026-2027 year; and

WHEREAS, The Atascosa County Commissioner's Court agrees to provide applicable matching funds for the said project as required by the BD-Operation Lone Star Grant Program application; and

WHEREAS, The Atascosa County Commissioner's Court agrees that in the event of loss or misuse of the BD-Operation Lone Star grant program grant funds, The Atascosa County Commissioner's Court assures that the funds will be returned to the BD-Operation Lone Star Grant Program in full.

WHEREAS, The Atascosa County Commissioner's Court designates Chief Deputy Matthew Miller as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Atascosa County Commissioner's Court approves submission of the grant application for the (Operation Lone Star) to the Office of the Governor, Criminal Justice Division, BD-Operation Lone Star Grant Program.

Signed by:

_____

Weldon P. Cude, County Judge

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Number: 5366002

AGENDA REQUEST
(GENERAL)

Agenda Item 14.

Meeting Date: 01/26/2026
Item Title:
Submitted For: Jake Guerra, Sheriff

Discuss and/or take appropriate action concerning:

Sheriff Guerra: Discuss and/or take appropriate action to approve the presentation of the Atascosa County Sheriff's Office Annual Reports, including the Racial Profiling Report for 2025.

Recommendation/Action Requested and Justification

Discuss and/or take appropriate action to approve the presentation of the Atascosa County Sheriff's Office Annual Reports, including the Racial Profiling Report for 2025

ATTACHMENTS

ACSO Annual 2025

SPECIFIC CALLS & OFFENSES

OFFENSE/CALL TYPE	2021	2022	2023	2024	2025	24-25 Difference
MURDERS	2	1	4	0	1	1
BURGLARIES	104	113	103	103	97	-6
THEFTS	384	386	265	317	360	43
ROBBERIES	6	2	4	4	4	0
CRIMINAL MISCHIEF	136	141	225	174	124	-50
ASSAULT-MISDEMEANOR	229	251	214	238	206	-32
ASSAULT-FELONY	47	69	46	111	69	-42
DISTURBANCE/FAMILY VIOLENCE	698	711	690	695	689	-6
RECOVERED STOLEN VEHICLES	66	51	77	46	35	-11
LOOSE LIVESTOCK CALLS	1,276	1,301	1,390	1,182	1,299	117
TRASH DUMPING	120	97	104	93	99	6
EMERGENCY DETENTION	0	0	0	101	183	82
BUSINESS SECURITY CHECKS	3,200	2,828	2,611	2,952	2,399	-553
287g/ICE Assist (INCIDENTS)	0	0	0	0	25	N/A
TOTAL CALLS FOR SERVICE	19,210	19,009	17,521	17,992	17,724	-268

CIVIL PROCESS DIVISION

PROCESSING	2021	2022	2023	2024	2025	24-25 Difference
CIVIL PROCESS PAPERS SERVED	688	733	775	839	797	-42
COUNTY FEES CHARGED	$50,800	$52,800	$57,900	$70,800	$103,750	$32,950
SERVICE ATTEMPTS	2064	2199	2325	2517	2391	-126

ATASCOSA COUNTY JAIL BOOKINGS-2025

YEAR	2024	2025	24-25 Difference
MALE	**1536**	**1598**	**62**
FEMALE	**507**	**504**	**-3**
TOTAL	**2043**	**2102**	**59**

ATASCOSA COUNTY JAIL, AVERAGE DAILY POPULATION-2025

YEAR	2024	2025	24-25 Difference
MALE	**152**	**188**	**36**
FEMALE	**30**	**35**	**5**
TOTAL	**182**	**223**	**41**

ATASCOSA COUNTY JAIL OUT OF COUNTY INMATE HOUSING INCOME

YEAR	2024	2025	24-25 Difference
	$260	**$13,455**	**$13,195**

ATASCOSA COUNTY STATE RE-EMBURSMENT FOR TRANSPORTS

YEAR	2024	2025	24-25 Difference
Amount Charged	**$13,319**	**$12,224**	**-$1,094**
# of Inmates Transported to State Prison	154	156	**2**

ATASCOSA COUNTY SHERIFF'S OFFICE TRAINING REPORT @ SHERIFF'S OFFICE

POSITION	2024	2025	24-25 DIFFERENCE
PEACE OFFICER	**1,591**	**1,836**	**245**
JAIL	**1,064**	**1,296**	**232**
DISPATCH	**240**	**0**	**-240**
TOTAL	**2,895**	**3,132**	**237**

ATASCOSA COUNTY SHERIFF'S OFFICE TRAINING REPORT @ LEMING

POSITION	2024	2025	24-25 DIFFERENCE
PEACE OFFICER	**0**	**40**	**40**
JAIL	**0**	**0**	**0**
DISPATCH	**0**	**0**	**0**
TOTAL	**0**	**40**	**40**

ATASCOSA COUNTY SHERIFF'S OFFICE TRAINING REPORT (OUT OF FACILITY TRAINING)

POSITION	2024	2025	24-25 DIFFERENCE
PEACE OFFICER	**1,411**	**3,374**	**1,963**
JAIL	**2,338**	**2,594**	**256**
DISPATCH	**348**	**374**	**26**
TOTAL	**4,097**	**6,342**	**2,245**

GRAND TOTAL TRAINING HOURS

2024	2025	24-25 DIFFERENCE
6,992	9,514	2,522
		35% DIFFERENCE

AGENDA REQUEST
(GENERAL)

Agenda Item 15.

Meeting Date:	01/26/2026
Item Title:	FTO Pay
Submitted For:	Jake Guerra, Sheriff

Discuss and/or take appropriate action concerning:

Sheriff Guerra: Discuss and/or take appropriate action on approval of FTO annual pay for designated FTO Officers.

Approval of annual FTO Pay for the following designated FTO officers:
Addie Cunningham
John Mendoza
Elaine Pacheco
Ivan Quintero
Jessica Turrubiartes
Annual supplement will be $1,000.00, starting Februay 1, 2026
Budget: 012-440-490
All officers are certified FTO's through TCOLE

Recommendation/Action Requested and Justification

Aproval of annual FTO Pay for the following designated FTO officers:
Addie Cunningham
John Mendoza
Elaine Pacheco
Ivan Quintero
Jessica Turrubiartes
Annual supplement will be $1,000.00, starting Februay 1, 2026
Budget: 012-440-490
All officers are certified FTO's through TCOLE

AGENDA REQUEST
(GENERAL)

Agenda Item 16.

Meeting Date:	01/26/2026
Item Title:	Elections Contract for May 2 Uniform Election
Submitted For:	Cathy Seiter, Elections Admin.

Discuss and/or take appropriate action concerning:

Cathy Seiter: Elections Administrator:	Discuss and/or take appropriate action to approve the elections contract between Lytle ISD and Atascosa County Elections Office.

ATTACHMENTS

Lytle ISD Contract

THE STATE OF TEXAS

COUNTY OF ATASCOSA

JOINT ELECTION SERVICE CONTRACT BETWEEN THE COUNTY ELECTIONS ADMINISTRATOR AND LYTLE INDEPENDENT SCHOOL DISTRICT

On this the 15 day of December , 2025 the **LYTLE INDEPENDENT SCHOOL DISTRICT** of Lytle, Texas hereinafter referred to as "CONTRACTING AUTHORITY" and Atascosa County, Texas, hereinafter referred to as the "COUNTY", on behalf of the duly appointed Election Administrator of Atascosa County, Texas, Cathryn Seiter, County Elections Officer of Atascosa County, Texas, collectively referred to as parties, pursuant to authority of Section 31.092 (a),of the Texas Election Code, and Chapter 791 of the Texas Government Code, for the conduct and supervision of the LYTLE INDEPENDENT SCHOOL DISTRICT for the 2026 Joint General Election.

THIS CONTRACT is entered into for the purpose of providing efficient use of public resources and for the benefits of the voters of the Lytle Independent School District and the County. This contract is entered into in considerations of the mutual covenants and agreements hereinafter set out. **IT IS AGREED AS FOLLOWS**:

I. CONTRACT SERVICES

This Contract shall be for the conduct and supervision of the General Election to be held on the Election Date: May 2, 2026. The Election herein described shall include the following services if checked by the CONTRACTING AUTHORITY:
(X) The early voting process on allowed early voting days;
(X) Any runoff election, if necessary.

II. CONSIDERATION

This Contract is entered into in consideration of the mutual covenants and promises as herein described.

III. DUTY AND SERVICES OF THE COUNTY ELECTION OFFICER

The County Election Officer shall be responsible for performing the following duties for Election Day Voting, Early Voting and/or Runoff Election Voting as herein above designated and shall furnish the following services and equipment:

1. Procure all necessary election equipment including:

    A. DS 200
    B. Express Vote

C. ePollbook

2. Provide (1) Electronic Voting Machine, and any other necessary voting machines and equipment and prepare the equipment for use at the polling locations.

3. The County is to assure proper election judges and clerks for Early Voting, election day judges and clerks, early voting ballot board members, and central count workers to be present when needed after being recruited by County. The County will follow the Texas Election Law Calendar as to the election hours needed.

4. Contact the election judges and clerks to notify them of the date, time and place of the election and arrange for a facility for holding the election.

5. Arrange for the use of a central counting station and for the tabulation personnel and equipment needed at the counting station and assist in the preparation of computer programs and the test materials for the tabulation of the ballots to be used with electronic voting equipment.

6. Procure, prepare, proof and distribute sample ballots and ballots, including responsibility for all ballot programming required for an electronic voting equipment, as well as provide all lists, forms, name tags, posture, and signage described in Chapters 51, 61, and 62 and Subchapter B of Chapter 66 of the Texas Election Code. The CONTRACTING AUTHORITY shall accept the proof of ballots and provide acceptance of the proof by signature. Costs for any revisions to the ballots after the CONTRACTING AUTHORITY has accepted the proof will be the sole responsibility of the CONTRACTING AUTHORITY.

7. Require that the CONTRACTING AUTHORITY publish the legal notice of the date, times, and polling locations for the election.

8. Require that the COUNTY and CONTRACTING AUTHORITY publish the legal notice of the date, time and location of the test of the electronic tabulating equipment and conduct such test.

9. Arrange for all notifications, including Writ of Election, training, and compensation for all presiding election judges and alternate judges.

10. Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the party responsible for holding the election.

    a. Supervise and conduct early voting by mail and personal appearance, and secure personnel to serve as Early Voting Judges, Clerks, and ballot board. Early Voting by personal appearance shall be conducted during the hours and time periods and at the locations listed by the Elections Office.

b. Receive mail ballot applications on behalf of the CONTRACTING AUTHORITY. The County Elections Administrator or designee shall process all applications for mail ballots in accordance with Title 7 of the Texas Election Code. Persons voting by mail will send their marked ballots to the office of the County Elections Administrator. All requests for early voting ballots by mail that are received by the CONTRACTING AUTHORITY will be sent by the entity on the day of the receipt to the office of the County Elections Administrator for processing. Supervise and conduct early voting by mail and personal appearance, and secure personnel to serve as Early Voting Judges, Clerks, and ballot board. Early Voting by personal appearance shall be conducted during the hours and time periods and at the locations listed by the Elections Office.

c. Secure and maintain all Early Voting ballots (those cast by mail and those cast by personally appearance) and deliver to the Early Voting Ballot Board all Early Voting ballots for counting in accordance with Chapter 87 of the Election Code.

d. Establish and operate the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code. The COUNTY and the CONTRACTING AUTHORITY agree that the County Elections Administrator is hereby appointed as the custodian of voted ballots and shall preserve the ballots in accordance with Chapter 66 of the Election Code and other applicable law.

e. Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass.

f. Prepare the unofficial tabulation report after all precincts that have been counted and provide a copy of the report to the contracting agent as soon as possible after all returns have been tabulated. The CONTRACTING AUTHORITY will be responsible for the official canvass of the election.

g. Provide at no cost for the storage of election records as provided by law.

h. Provide at no cost, copies of all invoices received by the County Elections Department for payment of services or supplies of which the CONTRACTING AUTHORITY is to reimburse the County Elections Department. The County Elections Administrator will be responsible for payment to all parties who have provided services, supplies and voting location for the election. The CONTRACTING AUTHORITY shall not be liable to any third parties for any default by the county in connection with holding the election, including failure by the County or its County Elections Department to pay for services, supplies and voting locations for this election.

IV. GENERAL CONDITIONS

Nothing contained in this contract shall authorize or permit:

1. A change in the officer with whom or the place at which any document or record relating to the election is to be filed;

2. A change in the location at which any function is to be carried out;

3. A change in the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records; or any other nontransferable functions specified by Section 31.0960 of the Texas Election Code.

The County Election Officer will not be responsible for preparing any submissions of voting changes to the U.S. Department of Justice, which shall be the sole responsibility of the CONTRACTING AUTHORITY.

The County Election Officer is the agent of the political subdivision for the purpose of contracting with third parties with respect to the election expenses within the scope of the County Election Officer's duties, and the County Election Officer is not liable for the CONTRACTING AUTHORITIES' failure to pay a claim.

The County Election Officer will receive all invoices, check in the invoice and will send a final bill to the Contracting Authority for payment of the actual cost incurred for each entity.

The County Election Officer will review all pay sheets and pay election workers. Contracting Authority's final bill will reflect the amount due the County for the joint election workers pay, according to how many entities have a joint election conducted on the same day.

The County Election Officer shall file copies of this contract with the County Treasurer of Atascosa County, Texas, and the County Auditor of Atascosa County, Texas, not later than the 10th day after this election services contract is executed (Section 31.099, Texas Election Code).

Only the actual expenses directly attributable to this contract may be charged. (Section 31.100 (b), Texas Election Code). The County Election Officer must submit the actual cost incurred pursuant to the political subdivision no later than the 15th day after the final election and/or all invoices have been received from the suppliers.

Regarding the Electronic Voting Equipment, the County Commissioner's Court has set a rate of 6% of the actual cost incurred to be charged per machine, per day, with exception of Tally & Servo and the Licensing Support fee which will be a set rate for the entire election.

The CONTRACTING AUTHORITY assumes responsibility for any loss, damage or other harm to said equipment while in the possession of and/or being used by CONTRACTING AUTHORITY.

The County Election Officer may collect 10% above the actual costs incurred as an administrative fee for duties and services performed.

If the election is canceled for any reason this contract is null and void, provided that COUNTY timely receives a written "Notice to Cancel Election" from the subdivision to keep on file. However, CONTRACTING AUTHORITY shall be liable for all expenses under this contract incurred prior to the County receiving a written "Notice to Cancel Election". For purposes of this contract, submission of any required information or notices shall be to the following individuals by email or by certified mail.

For the County:

Name: Cathy Seiter
Email: elections@co.atascosa.tx.us
Mailing Address: 914 N. Main St. Ste. 115
Jourdanton, Tx 78026

For the Contracting Authority:

Name: Sonia Clontz

Title: Superintendent Secretary

Email: sonia.clontz@lytleisd.org

Mailing Address: P.O. Box 745

Lytle, Texas 78052

V. SEPARATE ELECTION-NOT EXCLUSIVE

By signing this Joint agreement with the County, the CONTRACTING AUTHORITY is acknowledging that the County Election Officer may enter into a separate election services contract with another entity for an election conducted on the same day. The CONTRACTING AUTHORITY is also acknowledging that it is sharing a polling location with another entity, they may also be sharing the same electronic voting equipment. This is at the discretion of the County Election Officer.

VI. ERRORS AND OMISSIONS

While every effort and procedure will be undertaken by COUNTY, it is agreed that errors and omissions of any kind, including tabulation errors, errors committed by election Judges and Clerks and equipment failures shall be the responsibility of the CONTRACTING AUTHORITY, except for gross negligence on the part of COUNTY.

VII. TERMINATION

This contract will terminate after each election, and a new contract with updated information shall be agreed upon prior to each future election.

VIII. AMENDMENT AND SERVERABILITY

This contract, together with any referenced attachments, constitutes the entire agreement between the Lytle Independent School District and Atascosa County, and supersedes all prior written or oral understandings. This agreement and said attachments may only be amended supplemented, modified, or cancelled by a duly executed written statement of the undersigned authorities, or the authorized designees, as provided herein.

If any provisions of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provision of this Contract; and, the parties to the Contract shall perform their respective obligations under this Contract in accordance with the intent of the parties as expressed in the terms and conditions of this Contract.

WITNESSETH THE FOLLOWING SIGNATURE AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW.

LYTLE INDEPENDENT SCHOOL DISTRICT

Dr Dustin Breithaupt
(signature)

By: Dr Dustin Breithaupt

Title: Superintendent

Date: 1/7/26

ATASCOSA COUNTY:

_____

By: Weldon Cude

Title: Atascosa County Judge

Date: _____

AGENDA REQUEST
(GENERAL)

Agenda Item 17.

Meeting Date: 01/26/2026
Item Title:
Submitted For: Cathy Seiter, Elections Admin.

Discuss and/or take appropriate action concerning:

Cathy Seiter: Elections Administrator:	Discuss and/or take appropriate action to approve the polling location at Campbellton Hall, located at 305 St Francis Avenue Campbellton, TX 78008.

ATTACHMENTS
information

COUNTYWIDE VOTING LOCATION CONTRACT
2026 PRIMARY ELECTION
MARCH 3, 2026

COUNTY WIDE LOCATION

Name of Building: **CAMPBELLTON HALL**
Street Address: **305 ST. FRANCIS AVENUE**
City: **CAMPBELLTON, TEXAS 78008** **On Site Phone #: _____**

Person Responsible for Building: _____
Address: _____
City: _____ **Phone #:** _____

Person the Election Judge should contact, if different from above, for the building key:
Name: _____
Phone #: _____ **Alternate #:** _____

Is the building Handicapped Accessible? _____ Is the room we will use Handicapped accessible? _____
Is smoking allowed in the building? _____ Is there a smoking area? _____

Are there any other restrictions or requests concerning this voting area?

_____
_____
_____

I (we) agree to allow **ATASCOSA COUNTY** to use the location in the above-mentioned building for the 2026 DEMOCRATIC AND REPUBLICAN PRIMARY ELECTION to be held on **TUESDAY, MARCH 3, 2026.** Electricity, water, and toilet facilities are available.

Rent (if any) ***
$_____

_____
Signature of responsible party

_____
Date

***Secretary of State, Elections Division determines eligibility. No rent or custodial fee can be charged on a public building if the day of the election is a day on which the building is normally open for business. Texas Election Code 43.033**

Please Mail or Fax this form as soon as possible to:

Cathy Seiter, Election Administrator
Atascosa County Election Administration Office
914 N. Main Street, Suite 115
Jourdanton, Texas 78026
(830) 769-1472 FAX (830) 769-1215

AGENDA REQUEST
(GENERAL)

Agenda Item 18.

Meeting Date:	01/26/2026
Item Title:	Joint Primary Contracts
Submitted For:	Cathy Seiter, Elections Admin.

Discuss and/or take appropriate action concerning:

Cathy Seiter: Elections:	Discuss and/or take appropriate action to enter the Joint Primary Contracts into record.

ATTACHMENTS

Joint Primary Contracts

JOINT PRIMARY ELECTION SERVICES CONTRACT WITH THE COUNTY ELECTIONS OFFICER OF ATASCOSA COUNTY, TEXAS

THIS CONTRACT is made and entered into this 5th day of December, 2025, by and between the **ATASCOSA COUNTY** DEMOCRATIC **PARTY**, acting by and through the Chair of its County Executive Committee, JULIE HILBERG, hereinafter referred to as "**Party**," and **CATHRYN SEITER, COUNTY ELECTION OFFICER OF ATASCOSA COUNTY, TEXAS**, hereinafter referred to as the "**Contracting Officer**," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Atascosa County Joint Primary Election on MARCH 3, 2026 (hereinafter referred to as the "**election**"), and the Atascosa County Joint Runoff Primary Election, if necessary, on MAY 26, 2026 (hereinafter referred to as the "**runoff election**"), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by the Atascosa County Commissioners Court on November 24, 2025, County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the Atascosa County Republican Party and the Atascosa County Democratic Party, respectively.

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

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

    1.1 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct. In the event that the County is approved to use countywide polling places in accordance with Section 43.007(a)(4), Texas Election Code, and if the County chairs of both political parties agree in writing to the use of such countywide polling places, the Contracting Officer shall use the County methodology described in Section 43.007(f), Texas Election Code, to determine the countywide polling places for the election and runoff election.

    1.2 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State, appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for

each voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board per political party and one set of central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer must ensure a balance among the polling place election workers, early voting ballot board members, and central counting station judges and clerks for each political party.

1.3 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.

1.4 Contact the owners or custodians of the designated polling places and arrange for their use in the election and the runoff election.

1.5 Conduct one or more election schools and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)

1.6 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the County's Internet websites.

1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.

1.8 Program, or arrange to have programmed, the ballot.

1.9 Post on the County's internet website the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the SOS, respectively.

1.10 Procure and distribute all necessary election supplies, including, without limitation, ballots, election kits, office supplies, such as paperclips, pens, etc., ballot boxes, and voting booths.

1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.

1.12 Arrange for the use of a central counting/central accumulation station and for the central counting station manager, tabulating personnel, and equipment needed at the counting/accumulation station, and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.

1.13 Arrange for the appointment of the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor who usually perform these functions in the County for elections ordered by the governor, the County judge, or the Commissioners Court.

1.14 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.

1.15 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.

1.16 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.

1.17 Submit Election Night Returns ("ENR") electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.

1.18 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each County election precinct by each candidate for the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, County or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.

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

2.1 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.

2.2 If the Contracting Officer fails to perform the duties of section 1.13 of this contract, appoint, in accordance with Sections 127.002, 127.003, and 127.004, Texas Elections Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor who usually perform these functions in the County for elections ordered by the governor, the County judge, or the Commissioners Court.

2.3 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

3. Compensation, Billing, and Payment.

3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Contracting Officer shall report to the SOS via the SOS-prescribed primary finance system the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation; provided that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.

3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, SOS shall pay the Contracting Office a fee of 10% of the total amount of the contract (but not less than $75) in accordance with Section 31.100(d), Texas Election Code.

3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may require that money be paid in advance to conduct the election and the runoff election from SOS, which must be paid into a separate County fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.

3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will receive direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.

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

3.6 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit a copy of an itemized invoice to the Party (i)

for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above and shall be reported to the SOS via the SOS-prescribed primary finance system. The invoice shall reflect any advance monies paid under Paragraphs 3.3 and 3.4.

4. ***Early Voting.*** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The County shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.

5. ***Voting System.*** The voting system to be used in the election and the runoff election is:

   ELECTIONS SERVICES & SOFTWARE, LLC.

6. ***Acknowledgement of Shared Election.*** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code, and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same County that nominates its candidates for office by primary election. In such an event, the Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.

7. ***General Provisions.***

   7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.

   7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.

   7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor.

   7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.

   7.5 Except for statutory duties required of the Contracting Officer, such as those described in Paragraph 4 above, both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the

election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.

7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name: CATHY SEITER
Mailing Address: 914 MAIN ST. STE 115, JOURDANTON, TX 78026
Phone #: 830-769-1472
Fax: 830-769-1215
Email: CSEITER@CO.ATASCOSA.TX.US

For the Party:

Name: JULIE HILBERG
Mailing Address: P.O. BOX 1049, PLEASANTON, TX 78064
Phone #: 210-728-6461
Fax:
Email: ATASCOSADEMOCRATS@OUTLOOK.COM

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

The Contracting Officer:

By:	C Seiter
Title:	Elections Administrator
Date:	12/05/25

The Party:

By:	J Hilberg
Title:	Demoratic Party Chair
Date:	December 5th 2025

ATASCOSA COUNTY
DEC 0 5 2025
ELECTIONS

COUNTY ELECTIONS ADMINISTRATOR
ATASCOSA COUNTY, TEXAS

JOINT PRIMARY ELECTION SERVICES CONTRACT WITH THE COUNTY ELECTIONS OFFICER OF ATASCOSA COUNTY, TEXAS

THIS CONTRACT is made and entered into this 5th day of December, 2025, by and between the **ATASCOSA COUNTY** REPUBLICAN **PARTY**, acting by and through the Chair of its County Executive Committee, SUSAN BYERS, hereinafter referred to as "**Party**," and **CATHRYN SEITER, COUNTY ELECTION OFFICER OF ATASCOSA COUNTY, TEXAS**, hereinafter referred to as the "**Contracting Officer**," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Atascosa County Joint Primary Election on MARCH 3, 2026 (hereinafter referred to as the "**election**"), and the Atascosa County Joint Runoff Primary Election, if necessary, on MAY 26, 2026 (hereinafter referred to as the "**runoff election**"), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by the Atascosa County Commissioners Court on November 24, 2025, County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the Atascosa County Republican Party and the Atascosa County Democratic Party, respectively.

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

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

    1.1 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct. In the event that the County is approved to use countywide polling places in accordance with Section 43.007(a)(4), Texas Election Code, and if the County chairs of both political parties agree in writing to the use of such countywide polling places, the Contracting Officer shall use the County methodology described in Section 43.007(f), Texas Election Code, to determine the countywide polling places for the election and runoff election.

    1.2 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State, appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for

each voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board per political party and one set of central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer must ensure a balance among the polling place election workers, early voting ballot board members, and central counting station judges and clerks for each political party.

1.3 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.

1.4 Contact the owners or custodians of the designated polling places and arrange for their use in the election and the runoff election.

1.5 Conduct one or more election schools and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)

1.6 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the County's Internet websites.

1.7 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.

1.8 Program, or arrange to have programmed, the ballot.

1.9 Post on the County's internet website the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the SOS, respectively.

1.10 Procure and distribute all necessary election supplies, including, without limitation, ballots, election kits, office supplies, such as paperclips, pens, etc., ballot boxes, and voting booths.

1.11 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.

1.12 Arrange for the use of a central counting/central accumulation station and for the central counting station manager, tabulating personnel, and equipment needed at the counting/accumulation station, and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.

1.13 Arrange for the appointment of the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor who usually perform these functions in the County for elections ordered by the governor, the County judge, or the Commissioners Court.

1.14 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.

1.15 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.

1.16 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.

1.17 Submit Election Night Returns ("ENR") electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.

1.18 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each County election precinct by each candidate for the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, County or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.

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

2.1 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.

2.2 If the Contracting Officer fails to perform the duties of section 1.13 of this contract, appoint, in accordance with Sections 127.002, 127.003, and 127.004, Texas Elections Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor who usually perform these functions in the County for elections ordered by the governor, the County judge, or the Commissioners Court.

2.3 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

3. Compensation, Billing, and Payment.

3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Contracting Officer shall report to the SOS via the SOS-prescribed primary finance system the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation; provided that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.

3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, SOS shall pay the Contracting Office a fee of 10% of the total amount of the contract (but not less than $75) in accordance with Section 31.100(d), Texas Election Code.

3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may require that money be paid in advance to conduct the election and the runoff election from SOS, which must be paid into a separate County fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.

3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will receive direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.

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

3.6 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit a copy of an itemized invoice to the Party (i)

for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above and shall be reported to the SOS via the SOS-prescribed primary finance system. The invoice shall reflect any advance monies paid under Paragraphs 3.3 and 3.4.

4. ***Early Voting.*** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The County shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.

5. ***Voting System.*** The voting system to be used in the election and the runoff election is:

   ELECTIONS SERVICES & SOFTWARE, LLC.

6. ***Acknowledgement of Shared Election.*** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code, and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same County that nominates its candidates for office by primary election. In such an event, the Party agrees to share common polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.

7. ***General Provisions.***

   7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.

   7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.

   7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor.

   7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.

   7.5 Except for statutory duties required of the Contracting Officer, such as those described in Paragraph 4 above, both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the

election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.

7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name: CATHY SEITER
Mailing Address: 914 MAIN ST. STE 115, JOURDANTON, TX 78026
Phone #: 830-769-1472
Fax: 830-769-1215
Email: CSEITER@CO.ATASCOSA.TX.US

For the Party:

Name: BYGRS, SUSAN
Mailing Address: 1077 BRITE LN POTEET, TX 78065
Phone #: 703 953 7229
Fax:
Email: SUZY.BYGRS@GMAIL.COM

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

The Contracting Officer:

By:	C Seiter
Title:	Elections Administrator
Date:	12/8/2025

The Party:

By:	
Title:	Republican Party Chair
Date:	8 DEC 2025

COUNTY ELECTIONS ADMINISTRATOR ATASCOSA COUNTY, TEXAS

ATASCOSA COUNTY DEC 08 2025 ELECTIONS

AGENDA REQUEST
(GENERAL)

Agenda Item 19.

Meeting Date:	01/26/2026
Item Title:	Exception - Guadalupe Briones - Briones Rd
Submitted For:	Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

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

ATTACHMENTS

Certificate of Exception
Briones Packet

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the survey attached hereto as Exhibit A as being approximately one tract out of 20 acres, more or less, described in a Warranty Deed, Book Number 31, Page Number 316, Official Public Records, Atascosa County, Texas, and being currently owned by Guadalupe Briones, Rosa Maria Gonzales, Maria Guadalupe Protillo, Maria Teresa Santos, Patricia Ruth Rodriguez, and John Anthony Briones is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided for family only. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

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

_____

County Judge, Atascosa County, Texas

_____

Commissioner Precinct No. 1

_____

Commissioner Precinct No. 2

_____

Commissioner Precinct No. 3

_____

Commissioner Precinct No. 4

Attest: _____

Theresa Carrasco, County Clerk
Atascosa County, Texas

Registration for Division of Land in Atascosa County

ROSA MARIA GONZALES, MARIA GUADALUPE BRIONES (F/K/A MARIA GUADALUPE PORTILLO), MARIA TERESA DE LA GARZA (F/K/A MARIA TERESA SANTOS), PATRICIA RUTH HERRERA (F/K/A PATRICIA RUTH RODRIGUEZ), JOHN ANTHONY BRIONES, GUADALUPE BRIONES, and MARTHA A. ORTIZ

I _____, am the owner of the attached filed division of land located at Being a 1.01 acre tract of land out of the remaining portion of a 20.00 acre tract and being out and part of Abstract 3, J. De La Garza, Survey No. 1, being out of Atascosa Cental Appraisal District Property ID 10032, ABS A00003 J DE LA GARZA SV-1,6.67 ACRES. (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

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

Adopted 6/27/2022

SEE ATTACHED SIGNATURE PAGES

Date: _____

Signature: _____

Printed Name: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

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

GIVEN under my hand and seal of office this _____ , 20____.

_____

Notary Public, in and for
State of Texas

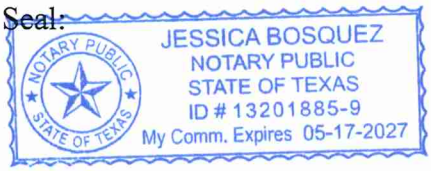
Rosa Maria Gonzales
ROSA MARIA GONZALES

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ATASCOSA §

This instrument was acknowledged before me on December 23, 2025, by ROSA MARIA GONZALES.

Seal:



Jessica Bosquez
Notary Public, State of Texas
My commission expires: 5/17/2027

[Remainder of this page intentionally left blank.]

Maria Guadalupe Briones

MARIA GUADALUPE BRIONES (F/K/A MARIA GUADALUPE PORTILLO)

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ATASCOSA §

This instrument was acknowledged before me on December 3, 2025, by MARIA GUADALUPE BRIONES (F/K/A MARIA GUADALUPE PORTILLO).

Seal:

JESSICA BOSQUEZ
NOTARY PUBLIC
STATE OF TEXAS
ID # 13201885-9
My Comm. Expires 05-17-2027

Jessica Bosquez

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

[Remainder of this page intentionally left blank.]

MARIA TERESA DE LA GARZA (F/K/A MARIA TERESA SANTOS)

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ATASCOSA §

This instrument was acknowledged before me on December 3, 2025, by MARIA TERESA DE LA GARZA (F/K/A MARIA TERESA SANTOS).

Seal:

JESSICA BOSQUEZ
NOTARY PUBLIC
STATE OF TEXAS
ID # 13201885-9
My Comm. Expires 05-17-2027

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

[Remainder of this page intentionally left blank.]

PATRICIA RUTH HERRERA (F/K/A PATRICIA RUTH RODRIGUEZ)

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ATASCOSA §

This instrument was acknowledged before me on December 3, 2025, by PATRICIA RUTH HERRERA (F/K/A PATRICIA RUTH RODRIGUEZ).

Seal:

JESSICA BOSQUEZ
NOTARY PUBLIC
STATE OF TEXAS
ID # 13201885-9
My Comm. Expires 05-17-2027

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

[Remainder of this page intentionally left blank.]

JOHN ANTHONY BRIONES

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ATASCOSA §

This instrument was acknowledged before me on December 23, 2025, by JOHN ANTHONY BRIONES.

Seal:

JESSICA BOSQUEZ
NOTARY PUBLIC
STATE OF TEXAS
ID # 13201885-9
My Comm. Expires 05-17-2027

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

[Remainder of this page intentionally left blank.]

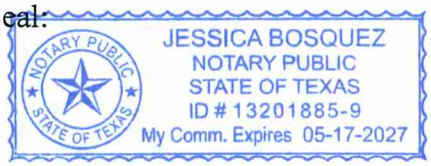
Guadalupe Briones
GUADALUPE BRIONES

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ATASCOSA §

This instrument was acknowledged before me on December 3, 2025, by GUADALUPE BRIONES.

Seal:



Jessica Bosquez
Notary Public, State of Texas
My commission expires: 5/17/2027

[Remainder of this page intentionally left blank.]

Martha A Ortiz

MARTHA A. ORTIZ

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ATASCOSA §

This instrument was acknowledged before me on December 3, 2025, by MARTHA A. ORTIZ.

Seal:

JESSICA BOSQUEZ
NOTARY PUBLIC
STATE OF TEXAS
ID # 13201885-9
My Comm. Expires 05-17-2027

Jessica Bosquez

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

GIFT DEED PRUDENCIO BRIONES TO
GUADALUPE BRIONES

7866
FILED FOR RECORD
95 JUN 23 PM 2:43
LAQUITA HAYDEN
ATASCOSA COUNTY CLERK
BY DEPUTY
fd 800

GIFT LIFE ESTATE DEED

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ATASCOSA:

THAT I, PRUDENCIO BRIONES, of Atascosa County, Texas, for and in consideration of the love and affection that I bear unto my Wife, GUADALUPE BRIONES, have GIVEN, GRANTED and CONVEYED, and by these presents do GIVE, GRANT and CONVEY unto the said GUADALUPE BRIONES, Rt. 1 Box 31 CC, Poteet, Atascosa County, Texas, 78050, for and during her natural life only, an undivided one-half (1/2) interest in and to the following described real property, lying and being situated in Atascosa County, Texas, and more particularly described as follows, to-wit:

BEING 20 acres, more or less, out of the Joaquin De La Garza Survey No. 1, Abstract Number 3, known as Tract No. 3 of the Francisco Briones lands, described in deed dated January 29, 1960 executed by Francisco Briones and Maria Briones to Prudencio Briones, recorded in Volume 283, Page 18, Deed Records, Atascosa County, Texas;

LESS, HOWEVER, that certain 2.94 acre tract of land, more or less, out of the JOAQUIN DE LA GARZA Survey No. 1, Abstract No. 3, Atascosa County, Texas, and out of a 20 acre tract of land described in Volume 283, Page 18, Deed Records, Atascosa County, Texas, said 2.94 acres being the same tract conveyed to Martha A. Ortiz and Alfredo C. Ortiz in Gift Deed executed by Prudencio E. Briones, et ux, recorded in Volume 866, Page 832, Deed Records, Atascosa County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee for his natural life only and I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said grantee and his assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED June 23, 1995.

Prudencio Briones
PRUDENCIO BRIONES

THE STATE OF TEXAS:

COUNTY OF ATASCOSA:

This instrument was acknowledged before me on June 23, 1995, by PRUDENCIO BRIONES.

DORA GONZALES
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 9-12 98

Dora Gonzales
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Guadalupe Briones
Rt. 1 Box 31-CC
Poteet, Texas 78065

PREPARED IN THE LAW OFFICE OF:
Charles F. Wetherbee
P.O. Box 400
Jourdanton, Texas 78026

STATE OF TEXAS COUNTY OF ATASCOSA
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the OPR records of Atascosa County, Texas stamped hereon by me.
RECORDING DATE
June 27, 1995
LAQUITA HAYDEN
COUNTY CLERK Atascosa County, Texas
By J. Barrera Deputy

BOOK 91 PAGE 315

GIFT DEED - PRUDENCIO E. BRIONES TO
ROSE MARY GONZALES, ET AL

7867
FILED FOR RECORD
95 JUN 23 PM 2:44
LAQUITA HAYDEN
ATASCOSA COUNTY CLERK
BY CK DEPUTY
Rd. 10.25

GIFT DEED

THE STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ATASCOSA:

THAT I, PRUDENCIO E. BRIONES, of Atascosa County, Texas, for and in consideration of the love and affection that I bear to ROSA MARIA GONZALES, MARIA GUADALUPE PORTILLO, MARIA TERESA SANTOS, PATRICIA RUTH RODRIGUEZ and JOHN ANTHONY BRIONES,
have GIVEN, GRANTED and CONVEYED, and by these presents do GIVE, GRANT and CONVEY unto ROSA MARIA GONZALES, MARIA GUADALUPE PORTILLO, MARIA TERESA SANTOS, PATRICIA RUTH RODRIGUEZ and JOHN ANTHONY BRIONES, of Rt. 1 Box 31-CC, Poteet, Texas 78065, all of the following described real property in Atascosa County, Texas, to-wit:

BOOK 31 PAGE 316

BEING 20 acres, more or less, out of the Joaquin De La Garza Survey No. 1, Abstract Number 3, known as Tract No. 3 of the Francisco Briones lands, described in deed dated January 29, 1960 executed by Francisco Briones and Maria Briones to Prudencio Briones, recorded in Volume 283, Page 18, Deed Records, Atascosa County, Texas;

LESS, HOWEVER, that certain 2.94 acre tract of land, more or less, out of the JOAQUIN DE LA GARZA Survey No. 1, Abstract No. 3, Atascosa County, Texas, and out of a 20 acre tract of land described in Volume 283, Page 18, Deed Records, Atascosa County, Texas, said 2.94 acres being the same tract conveyed to Martha A. Ortiz and Alfredo C. Ortiz in Gift Deed executed by Prudencio E. Briones, et ux, recorded in Volume 866, Page 832, Deed Records, Atascosa County, Texas.

SAVE AND EXCEPT, HOWEVER, PRUDENCIO BRIONES reserves a life estate only in and to the hereby conveyed property, so that he shall have the full possession, use and benefit of said property, as well as the rents, revenues and profits of the property for the remainder of his live.

This deed and the hereinafter warranty are made expressly subject to:

a. Life Estate conveyed in a deed of even date herewith, executed by Prudencio Briones to Guadalupe Briones and filed for record in the Official Public Records of Atascosa County, Texas, on June 23, 1995, under clerk's file number 7866.

b. All easements, rights-of-way and prescriptive rights, whether of record or not, all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral and royalty severances and other instruments that affect the property; rights of adjoining owners in any fences situated on a common boundary; and discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantees, their heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said grantees, their heirs and assigns, against every person whomsoever lawfully

claiming or to claim the same or any part thereof.

EXECUTED June 23, 1995.

Prudencio E. Briones
PRUDENCIO E. BRIONES

THE STATE OF TEXAS:

COUNTY OF ATASCOSA:

This instrument was acknowledged before me on June 23, 1995 by PRUDENCIO E. BRIONES.

Dora Gonzales
Notary Public, State of Texas

DORA GONZALES
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 9-12 98

AFTER RECORDING RETURN TO:
ROSA MARIA GONZALES, ET AL
RT. 1 BOX 31-CC
Poteet, Texas 78065

PREPARED IN THE LAW OFFICE OF:
Charles F. Wetherbee
P.O. Box 400
Jourdanton, Texas 78026

STATE OF TEXAS COUNTY OF ATASCOSA
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the OPR records of Atascosa County, Texas stamped hereon by me:
RECORDING DATE
June 27, 1995
LAQUITA HAYDEN
COUNTY CLERK Atascosa County, Texas
By L. Barrera Deputy

Barrera Land Surveying
TBPLS Firm No. 101830-00
436 Breesport
San Antonio, Texas 78216
(210) 444-9023
(210) 444-9479 (fax)
dbinsatx@yahoo.com

STATE OF TEXAS

COUNTY OF BEXAR

LEGAL DESCRIPTION
For
1.01 Acre Tract
(BRIONES RD.)

Describing a 1.01 acre tract of land out of the remaining portion of a 20.00 acre tract and being out and part of Abstract 3, J. De La Garza, Survey No.1, as recorded in Volume 31, Page 316 of the Official Public Records of Atascosa County, Texas. Said 1.01 acres of land being more particularly described by Metes and Bounds as follows:

BEGINNING: At a set 1/2" iron rod with a yellow cap marked "RPLS 5286" for the south corner of this herein described tract and the **POINT OF BEGINNING;**

THENCE: **N 71°16'54" W,** for a distance of 618.39 feet along the south property line of said 1.01 acre tract to a set 1/2" iron rod with a yellow cap marked "RPLS 5286" for a corner of herein described tract;

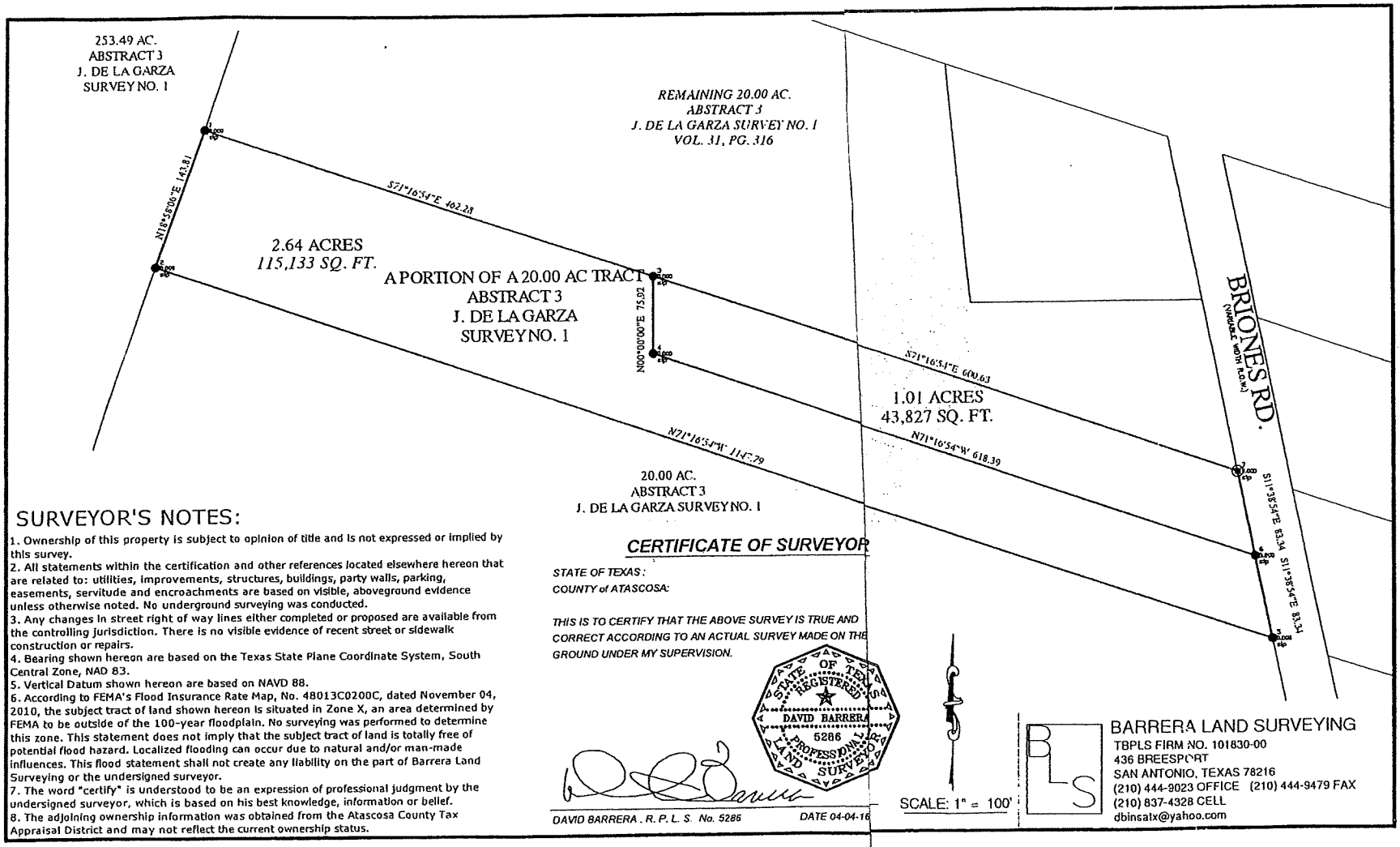
THENCE: **N 00°00'00" E,** for a distance of 75.92 feet to a set 1/2" iron rod with a yellow cap marked "RPLS 5286" for a corner of herein described tract;

THENCE: **S 71°16'54" E,** for a distance of 600.63 feet to a set 1/2" iron rod with a yellow cap marked "RPLS 5286" for a corner of herein described tract;

THENCE: **S 11°38'54" E,** for a distance of 83.34 feet to the **POINT OF BEGINNING** containing 1.01 acres more or less.

April 5, 2016

David Barrera
Registered Professional Land Surveyor
Texas Registration No. 5286



SURVEYOR'S NOTES:

1. Ownership of this property is subject to opinion of title and is not expressed or implied by this survey.
2. All statements within the certification and other references located elsewhere hereon that are related to: utilities, improvements, structures, buildings, party walls, parking, easements, servitude and encroachments are based on visible, aboveground evidence unless otherwise noted. No underground surveying was conducted.
3. Any changes in street right of way lines either completed or proposed are available from the controlling jurisdiction. There is no visible evidence of recent street or sidewalk construction or repairs.
4. Bearing shown hereon are based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.
5. Vertical Datum shown hereon are based on NAVD 88.
6. According to FEMA's Flood Insurance Rate Map, No. 48013C0200C, dated November 04, 2010, the subject tract of land shown hereon is situated in Zone X, an area determined by FEMA to be outside of the 100-year floodplain. No surveying was performed to determine this zone. This statement does not imply that the subject tract of land is totally free of potential flood hazard. Localized flooding can occur due to natural and/or man-made influences. This flood statement shall not create any liability on the part of Barrera Land Surveying or the undersigned surveyor.
7. The word "certify" is understood to be an expression of professional judgment by the undersigned surveyor, which is based on his best knowledge, information or belief.
8. The adjoining ownership information was obtained from the Atascosa County Tax Appraisal District and may not reflect the current ownership status.

CERTIFICATE OF SURVEYOR

STATE OF TEXAS:
COUNTY of ATASCOSA:

THIS IS TO CERTIFY THAT THE ABOVE SURVEY IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS
REGISTERED
DAVID BARRERA
5286
PROFESSIONAL
LAND SURVEYOR

DAVID BARRERA . R. P. L. S. No. 5286 *DATE 04-04-16*

SCALE: 1" = 100'

BARRERA LAND SURVEYING
TBPLS FIRM NO. 101830-00
436 BREESPORT
SAN ANTONIO, TEXAS 78216
(210) 444-9023 OFFICE (210) 444-9479 FAX
(210) 837-4328 CELL
dbinsalx@yahoo.com

AGENDA REQUEST
(GENERAL)

Agenda Item 20.

Meeting Date:	01/26/2026
Item Title:	Exception - Pacheco N US Highway 281
Submitted For:	Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Rural Development:	Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for Jacob & Krystina Pacheco on N US Highway 281 in Precinct 1.

ATTACHMENTS

Pacheco - Certificate information

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 2 tracts of land out of an original 46.6 acres, more or less, described in a Deed, Instrument Number 251494, Official Public Records, Atascosa County, Texas, and being currently owned by Jacob & Krystina Pacheco, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that all tracts are being divided as 10+ acre tracts. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

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

_____
County Judge, Atascosa County, Texas

_____
Commissioner Precinct No. 1

_____
Commissioner Precinct No. 2

_____
Commissioner Precinct No. 3

_____
Commissioner Precinct No. 4

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

Registration for Division of Land in Atascosa County

I Kristina Pucker am the owner of the attached filed division of land located at LOT 10 N HWY 281 Pleasanton, TX 78064 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

ABS A0001 J M SALINAS SV-4, 46.04 ACRES

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

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

Adopted 6/27/2022

Date: 1-15-26

Signature: Krystina Pacheco

Printed Name: Krystina Pacheco

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Atascosa

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

GIVEN under my hand and seal of office this January 16, 2026

Linda Burris

LINDA BURRIS
NOTARY PUBLIC
STATE OF TEXAS
ID # 3444482
My Comm. Expires 02-17-2029

Notary Public, in and for
State of Texas

6 pgs
D

251494

GF#238-MAC

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

GENERAL WARRANTY DEED

Date: April 21, 2025

Grantor: DANIEL J. MINNICH, SUCCESSOR TRUSTEE OF THE MINNICH FAMILY 1999 REVOCABLE TRUST dated June 3, 1999

Grantor's Mailing Address: 4660 N US HWY 281
Pleasanton, Atascosa County, Texas 78064

Grantee: JACOB PACHECO and spouse, KRYSTINA PACHECO

Grantee's Mailing Address: 217 Yorktown
Pleasanton, Atascosa County, Texas 78064

Consideration: Ten and No/100 ($10.00) Dollars and other good and valuable consideration.

Property (together with all improvements):

BEING 46.60 acres of land, more or less, out of the J.M. Salinas Survey No. 4, Abstract No. 11, Atascosa County, Texas and also being the residual of that certain 50.061 acre tract described in Volume 48, Page 559 of the Official Public Records of Atascosa County, Texas; said 46.60 acre tract, more or less, being more particularly described by metes and bounds in Exhibit A, attached hereto and incorporated herein for all purposes.

Reservations from Conveyance: Grantor does hereby **RESERVE** unto Grantor, and Grantor's heirs, successors, and assigns, all of the oil, gas and other minerals owned by Grantor, in, on and under and that may be produced from the above described Property, together with all rights and privileges appurtenant thereto. If the mineral estate is subject to existing production or an existing lease, then this reservation shall include the production, the lease, and all benefits therefrom. This reservation also includes any and all future and reversionary interests in the oil, gas, and other minerals that Grantor is currently entitled to, and/or those that may be otherwise associated with Grantors' interest(s) in the mineral estate in, on, and under the Property. Notwithstanding the above, Grantor and Grantor's heirs, successors, and assigns hereby waive and convey unto Grantee, Grantee's heirs, successors, and assigns any and all surface rights associated with the mineral interest(s) reserved herein, including the rights of ingress and egress over the surface of the Property for mining, drilling, exploring, operating, and developing the surface of the Property for oil, gas, and other minerals and for removing them from the Property. Grantor and Grantor's heirs, successors, and assigns agree that all future oil, gas, and mineral leases executed by them shall specifically prohibit any use of the surface of the Property, and hereby acknowledge and agree that Grantee and Grantee's heirs, successors, and assigns shall never be under any obligation or have any duty to allow Grantor, Grantor's heirs, successors, assigns, and/or lessees to use the surface of the Property for the purposes of accessing, mining, drilling, operating, exploring, and/or developing the mineral interests reserved herein by Grantor. However, Grantor's waiver of surface rights herein shall not be construed as a waiver of the right of Grantor, Grantor's heirs, successors, assigns, and lessees to explore, develop, or produce the mineral estate herein reserved with wells with surface locations on lands other than the Property, including, but not limited to, directional and/or horizontal wells that travel beneath the Property, or by pooling its oil, gas, and mineral interests with lands adjoining the Property in accordance with the laws and regulations of the State of Texas.

Exceptions to Conveyance and Warranty:

- Any visible or apparent roadway or easement over or across the Property, the existence of which does not appear of record.

- All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records of Atascosa County, Texas.

- All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Property, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records of Atascosa County, Texas.

- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Property.

- Any restrictions, covenants, rules, and/or regulations concerning the subdivision of land adopted by the City, County, and/or Municipality in which the subject Property is located.

- Rights of tenants, as tenants only, under the terms of any unrecorded leases or rental agreements.

- Oil Lease dated August 16, 1913, executed by M.A. Rodriguez to The Lone Star Production, recorded in Volume 56, Page 396, Deed Records, Atascosa County, Texas.

- Right of Way dated April 18, 1912, executed by Maria A. Rodriguez to J.E. Franklin, recorded in Volume 60, Page 106, Deed Records, Atascosa County, Texas.

- Right of Way Deed dated November 19, 1920, executed by Maria Antonia, acting herein by and through my duly authorized agent and Attorney-in-fact Gregorio Esparza, Jr., to W.J. Bowen County Judge of Atascosa County, Texas, recorded in Volume 88, Page 618, Deed Records, Atascosa County, Texas.

- Right-of-Way Easement dated August 23, 1922, executed by Maria A. Rodriguez to Southern Natural Gas Company, recorded in Volume 90, Page 237, Deed Records, Atascosa County, Texas.

- Easement and Right of Way dated October 22, 1925, executed by Mrs. M.A. Rodriguez, et al., to Texas Central Power Company, recorded in Volume 104, Page 42, Deed Records, Atascosa County, Texas.

- Oil, Gas and Mineral Lease dated March 18, 1936, executed by Maria Antonia Rodriguez, et al., to R.R. James, recorded in Volume 134, Page 245, Deed Records, Atascosa County, Texas.

- Terms and conditions of that contract dated May 8, 1950, executed by George W. Quillian to the Veterans' Land Board of Texas, recorded in Volume 202, Page 250, Deed Records, Atascosa County, Texas.

- Mineral and/or Royalty Reservation as set out in Warranty Deed dated January 15, 1963, executed by Bob Hindes, et al., to Joe J. Diersing, et ux, recorded in Volume 293, Page 5, Deed Records, Atascosa County, Texas.

- Right of Way Deed dated June 12, 1963, executed by Joe J. Diersing, et ux, to the State of Texas, recorded in Volume 295, Page 614, Deed Records, Atascosa County, Texas.

- Mineral and/or Royalty Reservation as set out in Deed dated June 12, 1963, executed by Joe J. Diersing, et ux, to the State of Texas, recorded in Volume 295, Page 614, Deed Records, Atascosa County, Texas.

- Mineral and/or Royalty Reservation as set out in Deed dated June 12, 1963, executed by Joe J. Diersing, et ux, to the State of Texas, recorded in Volume 296, Page 556, Deed Records, Atascosa County, Texas.

- Mineral and/or Royalty Reservation as set out in Deed dated May 3, 1963, executed by Bob Hindes, et al., to the State of Texas, recorded in Volume 296, Page 563, Deed Records, Atascosa County, Texas.

- Easement for Highway Purposes dated May 3, 1963, executed by Bob Hindes, et al., to the State of Texas, recorded in Volume 296, Page 565, Deed Records, Atascosa County, Texas.

- Oil, Gas and Mineral Lease dated June 16, 1977, executed by Joe J. Diersing, et ux, to R.L. Kirkwood, Jr., recorded in Volume 466, Page 393, Deed Records, Atascosa County, Texas.

- Right of Way Easement dated April 18, 1980, executed by Joe J. Diersing, et ux to McCoy Water Supply Corporation, recorded in Volume 595, Page 123, Deed Records, Atascosa County, Texas.

- Right of Way Easement dated February 15, 1993, executed by Joe J. Diersing, et ux, to McCoy Water Supply Corporation, recorded in Book 861, Page 500, Deed Records, Atascosa County, Texas.

- Easement and Right-of-Way dated July 19, 2012, executed by Kenneth David Minnich, Trustee of the Minnich Family 1999 Revocable Trust dated June 3, 1999, to AEP Texas Central Company, recorded under Clerk's File No. 136575, Official Public Records, Atascosa County, Texas.

- Any right, claim, and/or interest associated with the (i) fence encroachment; (ii) overhead electric and utility poles; (iii) telephone pedestals; (iv) septics; (v) water well and (vi) electric meter shown on the Survey Plat, prepared by Sherman L. Posey, RPLS 6433, Intrepid Surveying and Engineering on March 27, 2025.

Grantor, owner of the Property, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, GRANTS, SELLS, AND CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

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

{SIGNATURES AND ACKNOWLEDGMENTS BEGIN ON NEXT PAGE}

THE MINNICH FAMILY 1999 REVOCABLE TRUST
dated June 3, 1999

DANIEL J. MINNICH, Successor Trustee

STATE OF TEXAS §
§
COUNTY OF ATASCOSA §

This instrument was acknowledged before me on this the 21 day of April, 2025, by DANIEL J. MINNICH, Successor Trustee of THE MINNICH FAMILY 1999 REVOCABLE TRUST dated June 3, 1999, on behalf of said Trust.

HEATHER FOSTER
NOTARY PUBLIC
STATE OF TEXAS
ID # 124620758
My Comm. Expires 07-20-2027

NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN:

Law Office of Jaime J. Trevino Jr., PLLC
P.O. Box 163
Pleasanton, TX 78064

AFTER RECORDING RETURN TO:

Jacob and Krystina Pacheco
217 Yorktown
Pleasanton, TX 78064

Exhibit A

INTREPID
SURVEYING & ENGINEERING

LEGAL DESCRIPTION: Being 46.60 acres of land out of the J. M. Salinas Survey No. 4, Abstract No. 11, Atascosa County, Texas and also being the residual of that certain 50.061 acre tract described in Volume 48, Page 559 of the Official Public Records of Atascosa County, Texas; Said 46.60 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in March, 2025:

BEGINNING at a wood fence corner post found in the east line of U.S. Highway No. 281 for the west corner of the residual of that certain 22.503 acre tract described in Volume 187, Page 593 of said Official Public Records and the south corner hereof;

THENCE North 15°20'06" West for a distance of 595.52 feet along the east line of U.S. Highway No. 281 to a 1/2 inch iron rod set for the south corner of residual of that certain tract of land conveyed to Refugio Diaz De Montez described in Volume W, Page 319 of the Deed Records of Atascosa County, Texas and the west corner hereof;

THENCE North 19°06'49" East for a distance of 1889.68 feet along the southeast line of the residual of said Refugio Diaz De Montez tract to a point in the centerline of Galvan Creek for an east corner of the residual of said Refugio Diaz De Montez tract and the north corner hereof;

THENCE along the general meanders of the centerline of Galvan Creek, the following 26 courses:

1. North 88°39'29" East for a distance of 218.41 feet to a point for a corner hereof;
2. South 78°04'15" East for a distance of 41.99 feet to a point for a corner hereof;
3. North 79°06'52" East for a distance of 72.12 feet to a point for a corner hereof;
4. South 54°03'41" East for a distance of 73.95 feet to a point for a corner hereof;
5. South 32°23'56" East for a distance of 20.71 feet to a point for a corner hereof;
6. South 04°13'58" West for a distance of 29.17 feet to a point for a corner hereof;
7. South 45°35'59" East for a distance of 40.68 feet to a point for a corner hereof;
8. South 34°50'04" East for a distance of 165.36 feet to a point for a corner hereof;
9. South 40°16'36" East for a distance of 160.87 feet to a point for a corner hereof;
10. South 22°20'42" East for a distance of 78.96 feet to a point for a corner hereof;
11. South 19°46'33" West for a distance of 26.56 feet to a point for a corner hereof;
12. South 02°54'56" West for a distance of 52.26 feet to a point for a corner hereof;
13. South 19°21'18" East for a distance of 271.93 feet to a point for a corner hereof;
14. South 02°35'31" East for a distance of 144.34 feet to a point for a corner hereof;
15. South 12°26'29" East for a distance of 121.68 feet to a point for a corner hereof;
16. South 17°07'22" East for a distance of 88.01 feet to a point for a corner hereof;
17. South 07°59'46" West for a distance of 43.72 feet to a point for a corner hereof;
18. South 06°42'34" East for a distance of 165.87 feet to a point for a corner hereof;
19. South 36°53'49" West for a distance of 194.06 feet to a point for a corner hereof;
20. South 63°30'08" West for a distance of 130.51 feet to a point for a corner hereof;
21. South 37°46'42" West for a distance of 44.51 feet to a point for a corner hereof;
22. South 54°17'36" West for a distance of 44.72 feet to a point for a corner hereof;
23. South 75°28'48" West for a distance of 88.79 feet to a point for a corner hereof;
24. South 48°52'39" West for a distance of 75.84 feet to a point for a corner hereof;
25. South 08°34'16" West for a distance of 70.28 feet to a point for a corner hereof;
26. South 06°26'41" East a distance of 176.86 feet to a point for the north corner of the residual of said 22.503 acre tract and an east corner hereof;

THENCE South 62°20'39" West for a distance of 124.67 feet along the northwest line of the residual of said 22.503 acre tract pass a pipe fence corner post found continuing for a total

distance of 945.77 feet in all to the **POINT OF BEGINNING** containing 46.60 acres more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are NAD 83, South Central Zone and are derived from GPS techniques. Iron Rods set are a 1/2 inch rod with plastic caps marked "INTREPID".

Surveyed by;

March 27, 2025

Sherman L. Posey, R.P.L.S.
Job# 25-0224.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Theresa Carrasco

Theresa Carrasco, County Clerk
Atascosa County Texas
April 22, 2025 11:21:17 AM
FEE: $45.00 KPONTON **251494**
D

SURVEY EXHIBIT

J. M. SALINAS SURVEY NO. 4
A-11

LEGEND:

- BOUNDARY LINE
- ADJOINER LINE
- SURVEY LINE
- FENCE
- BURIED PIPELINE
- OHE — OVERHEAD ELECTRIC LINE
- UG — UNDERGROUND UTILITY LINE
- W — WATER LINE

P.U.E. – PUBLIC UTILITY EASEMENT
B.L. – BUILDING SETBACK LINE
U.D.E. – UTILITY, DRAINAGE, AND EMBANKMENT/BACKSLOPE EASEMENT
(BRG.-DIST.) RECORD CALL
XXX/XXX VOLUME/PAGE
A.C.P.R. – ATASCOSA COUNTY PLAT RECORDS
A.C.D.R. – ATASCOSA COUNTY DEED RECORDS
A.C.O.P.R. – ATASCOSA COUNTY OFFICIAL PUBLIC RECORDS
A.C.R.P.R. – ATASCOSA COUNTY REAL PROPERTY RECORDS

- POINT
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- 120D NAIL FOUND
- IRON PIPE FOUND
- NAIL SET
- 3/8" IRON ROD FOUND
- PIPE FENCE CORNER POST FOUND
- WOOD FENCE CORNER POST FOUND
- AS MARKED
- A/C
- ELECTRIC METER
- TELEPHONE PEDESTAL
- SEPTIC
- GAS METER
- WATER WELL
- UTILITY POLE
- FIRE HYDRANT

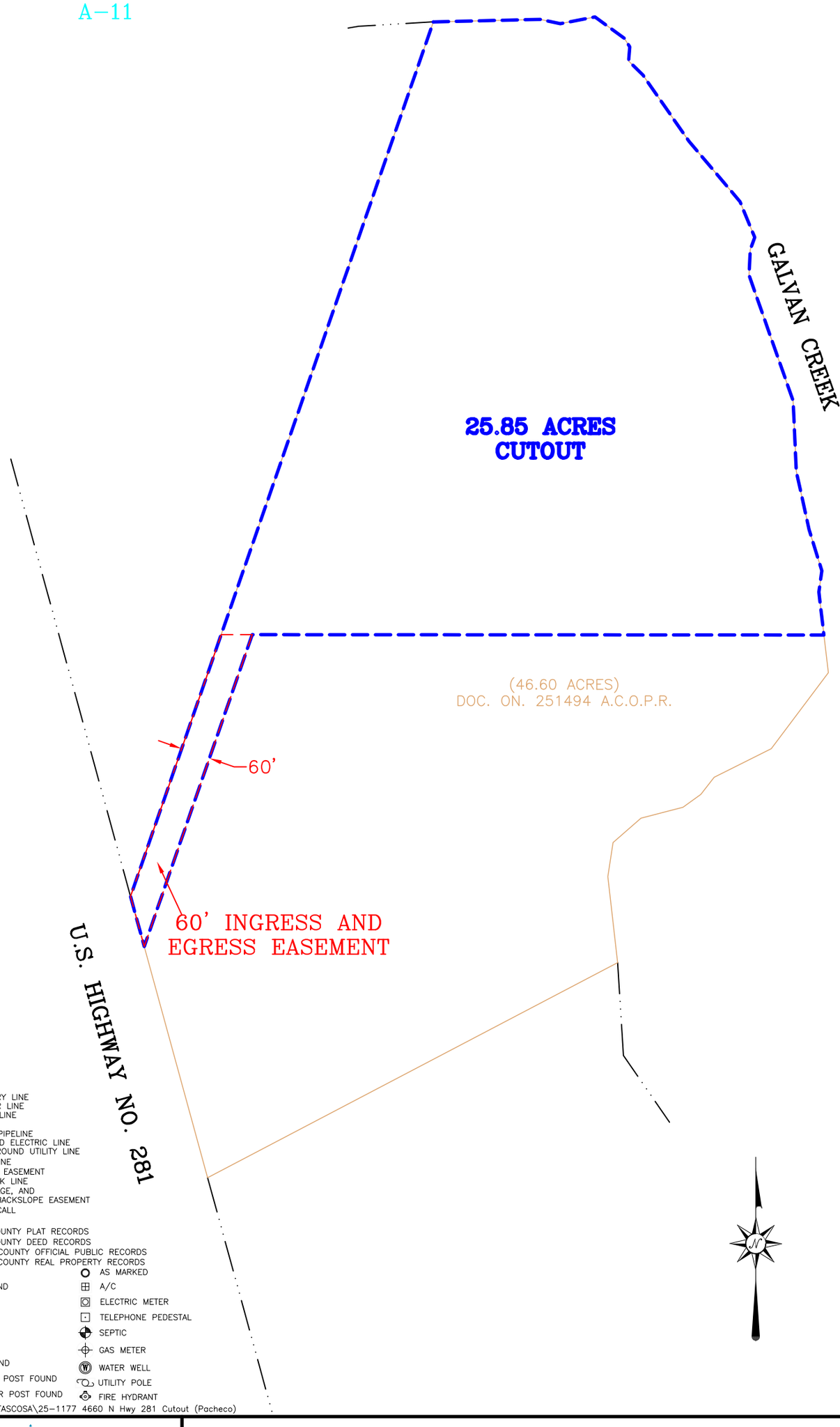
FILE: 2025\BOUNDARY\ATASCOSA\25-1177 4660 N Hwy 281 Cutout (Pacheco)

INTREPID
SURVEYING & ENGINEERING
P.O. Box 1209 • 109 Dilworth Plaza
Poth, TX 78147
O. 830.393.8833 • F. 830.393.3388
www.intrepidtx.com
TBPLS #10193936 • TBPE #16550

0' 250' 500' 750'

SURVEY EXHIBIT

J. M. SALINAS SURVEY NO. 4
A-11



LEGEND:

- BOUNDARY LINE
- ADJOINER LINE
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- TELEPHONE PEDESTAL
- SEPTIC
- GAS METER
- WATER WELL
- UTILITY POLE
- FIRE HYDRANT

FILE: 2025\BOUNDARY\ATASCOSA\25-1177 4660 N Hwy 281 Cutout (Pacheco)

INTREPID
SURVEYING & ENGINEERING
P.O. Box 1209 • 109 Dilworth Plaza
Poth, TX 78147
O. 830.393.8833 • F. 830.393.3388
WWW.INTREPIDTX.COM
TBPLS #10193936 • TBPE #16550

0' 250' 500' 750'

AGENDA REQUEST
(GENERAL)

Agenda Item 21.

Meeting Date:	01/26/2026
Item Title:	Right of Way Permit - Frontier Communications
Submitted For:	Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning the Right-of-Way Permits for Frontier Communications in Precinct 2 for the following roads:

- Crestway Rd.
- Marbach Rd.
- Ranch Rd.
- Stevens Rd.
- Woodcrest Dr.

ATTACHMENTS

frontier ROW Permits

Notice of Proposed Commercial Installation

Utility Line on Non-Controlled Access Roadway

Residential Use:____ **Commercial Use:____**
FEE:_____ **PAID:_____**

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

Date: 12/05/2025

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber optic by directional bore.
line within the right-of-way of Crestway in Precinct 2
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See Attached
Approx. .78 mi.
or 4139ft

(Please see attached map)
—Diagram Location

<— Surface Grade of Road —>

3' DEEP

" PVC casing with " PVC Service

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

1. The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Atascosa County Commissioners Court, and all governing laws, including but not limited to the "Federal Clean Water Act", the "Federal Endangered Species Act", and the "Federal Historic Preservation Act". Upon request by the County of Atascosa, proof of compliance with all governing laws, rules, and regulations will be submitted to the County of Atascosa before commencement of construction.

2. Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the area as indicated under "Re-vegetation Special Provisions".

3. Our firm will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devises* will be installed and maintained for the duration of this installation.

4. Our firm agrees to indemnify and hold Atascosa County, its officers, agents or employees, harmless from any personal injury, property damage or real property related claims against County, its officers, agents or employees, that result from Company's operations under this permit, or facilities installed under this permit, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE, OR NONCOMPLIANCE WITH A STATUTORY DUTY, OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.

5. The firm agrees to release the County, and any emergency services personnel operating on behalf of the County, from any and all claims for damages done to Company's property, during emergency operations.

6. The firm agrees to waive receipt of notice from the County, of routine maintenance operations in the right of way, or adjoining drainage easements, and to bear the cost of any additional fortifications, barriers, conduits, or

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

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

8. Construction of this line will begin on or after the 1 day of January , 20 26 .

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

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

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

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

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

OR

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

Proposed fiber optic is zero voltage.

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

N/A under # 9 _____ Is attached _____.

Will be submitted when received_____. (Check One)

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

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

OR

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

Proposed fiber optic is zero voltage.

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

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

(a) Firm shall at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.
(b) Firm shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.
(c) Firm shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

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

FIRM Housley Group on behalf of Frontier Communications

By (Print) Jeremiah Castillo

Signature Jeremiah Castillo

Title Project Coordinator

Address 3550 S Bryant Blvd

San Angelo, TX 76903

Phone No. 210-667-6241

Fax No

To: _____

Roadway Crestway
Beg. RM _____ Offset_____End RMOffset___
County Precincts No. 2 Atascosa County, Texas
Date: 12/05/2025

UTILITY PERMIT NO._____

The County of Atasocsa, Texas, offers no objection to the location on the right-or-way of your proposed

(Please see attached map)

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

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

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

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

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

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

- **General Special Provisions:**

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

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

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

County of Atascosa—Commissioners Court: DATE: _____

By: _____ _____
COUNTY JUDGE COMMISSIONER, PRECINCT No._____

COUNTY OF ATASCOSA

"LIST OF REQUIRED INFORMATION" FROM (TXDOT) "SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL"

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

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

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

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:
Mark Gillespie
830-569-2901
152 Ben Parker
Pleasanton, TX 78064

Precinct 2 Commissioner:
Mark Bowen
830-742-3946
1625 FM 3175
Lytle, TX 78052

Precinct 3 Commissioner:
George "Butch" Pawelek
830-277-1213
76 Yule Ave
Charlotte, TX 78011

Precinct 4 Commissioner:
Joseph Eustace
830-569-1147
384 Shale Rd
Pleasanton, TX 78064

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

ATASCOSA COUNTY
JOURDANTON, TX
5320504
CRESTWAY RD

VICINITY MAP

SHEET INDEX

SERIAL NO	TITLE	SHEET#
1	COVER SHEET	i
2	LOCATION MAP	L
3	WORK PLANS	1 TO 7
4	LEGEND SHEET	8
5	NOTES - CONTACT SHEET	9 TO 10
6	TYPICAL DETAILS	11 TO 12

CONTACT SHEET

FRONTIER COMMUNICATIONS

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

CONSTRUCTION:
NAME BRIAN GOODEM - (951) 204-4961
EMAIL: brian.l1.gooden@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

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

ENGINEERING CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

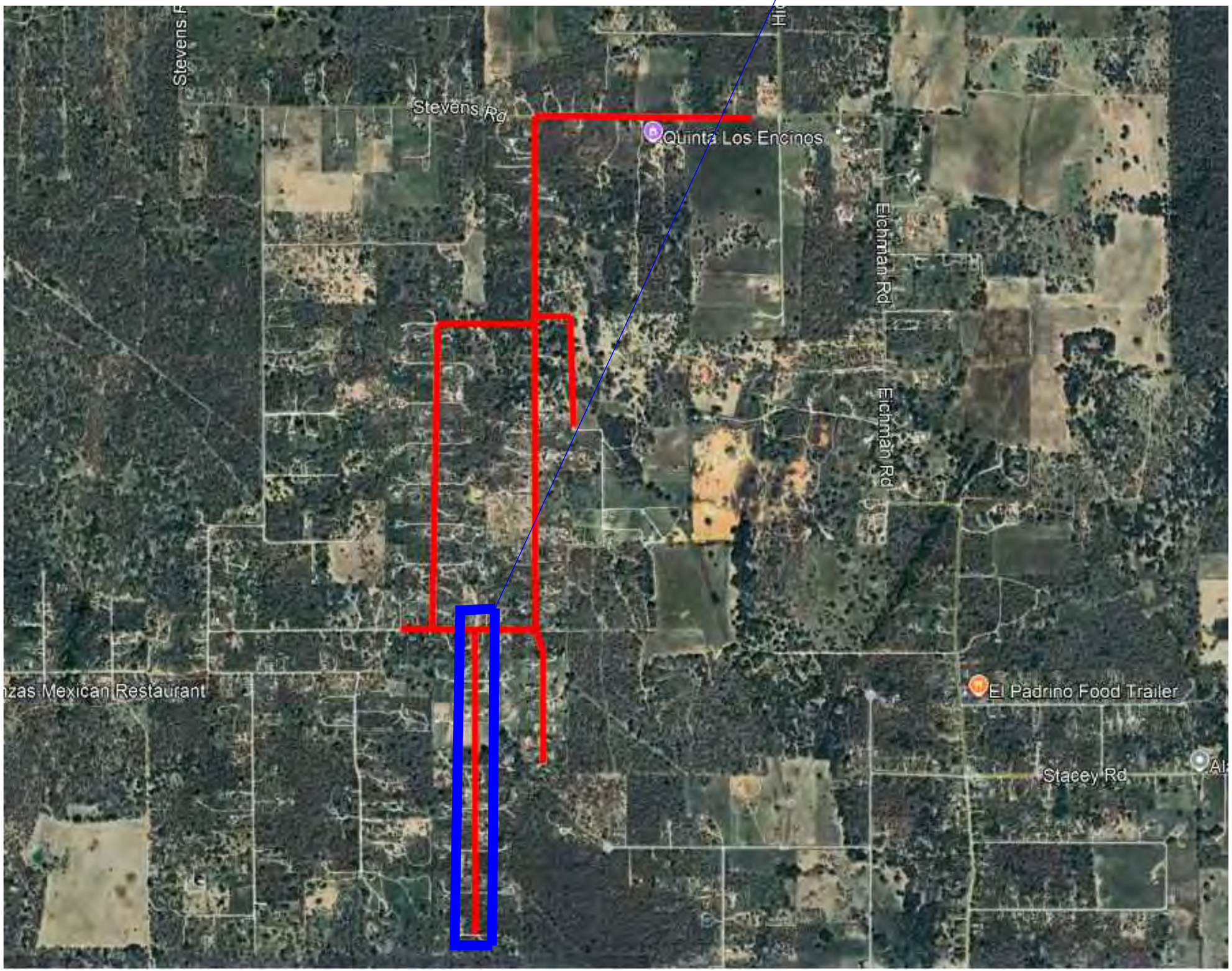
ENGINEERING MANAGER
ROBERT GANN (501) 269-5384
EMAIL: rgann@housleygroup.com

FRONTIER

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: i OF 12

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
CRESTWAY RD - 5320504

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SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 12

Texas 811

Know what's below.
Call before you dig.

150 130 122 90

EOP EOP EOP

SEE SHEET 1

Texas 811

Know what's below.
Call before you dig.

100

111

110

95

160

155

145

215

190

CRESTWAY RD

EOP

(1)(1.25)

308' BORE 1-1.25" DUCT

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

FP

H1

PLACE 11"X11" FP

PLACE 17"X30" HH

260' BORE 1-1.25" DUCT

60'

30'

27'

EC

3'

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

PLACE 11"X11" FP

PLACE 17"X30" HH

301' BORE 1-1.25" DUCT

	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 3

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
CRESTWAY RD - 5320504

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SEE SHEET 2

Know what's below.
Call before you dig.

200

225

60'
30'
3'
27'

301' BORE 1-1.25" DUCT

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

PLACE 11"X11" FP

PLACE 17"X30" HH

255

270

258' BORE 1-1.25" DUCT

260

FUTURE LOT

CRESTWAY RD-

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

310

EOP (1)(1.25) FP H1 H2

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 4

N

SCALE: 1"= 60'

0 60 120

SPECIAL NOTES

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UNITS / ACCT CODES

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
CRESTWAY RD - 5320504

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

FP

H1

PLACE 11"X11" FP

PLACE 17"X30" HH

342

365

Texas 811

Know what's below.
Call before you dig.

260' BORE 1-1.25" DUCT

CRESTWAY RD

370

369

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

PLACE 24"X36" HH

FP

H2

PLACE 11"X11" FP

60'

3'

30'

27'

406

439

298' BORE 1-1.25" DUCT

450

445

EOP

(1)(1.25)

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 5

N

SCALE: 1"= 60'

0 60 120

SPECIAL NOTES

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UNITS / ACCT CODES

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
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SEE SHEET 4

PLACE 11"X11" FP

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

PLACE 17"X30" HH

261' BORE 1-1.25" DUCT

468

480

474

475

60'
30'
27'
3'

PLACE 11"X11" FP

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

PLACE 17"X30" HH

300' BORE 1-1.25" DUCT

CRESTWAY RD

524

525

544

535

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

PLACE 24"X36" HH

PLACE 11"X11" FP

576

565

260' BORE 1-1.25" DUCT

SEE SHEET 6

Know what's below.
Call before you dig.

N

SCALE: 1"= 60'

0 60 120

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UNITS / ACCT CODES

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
CRESTWAY RD - 5320504

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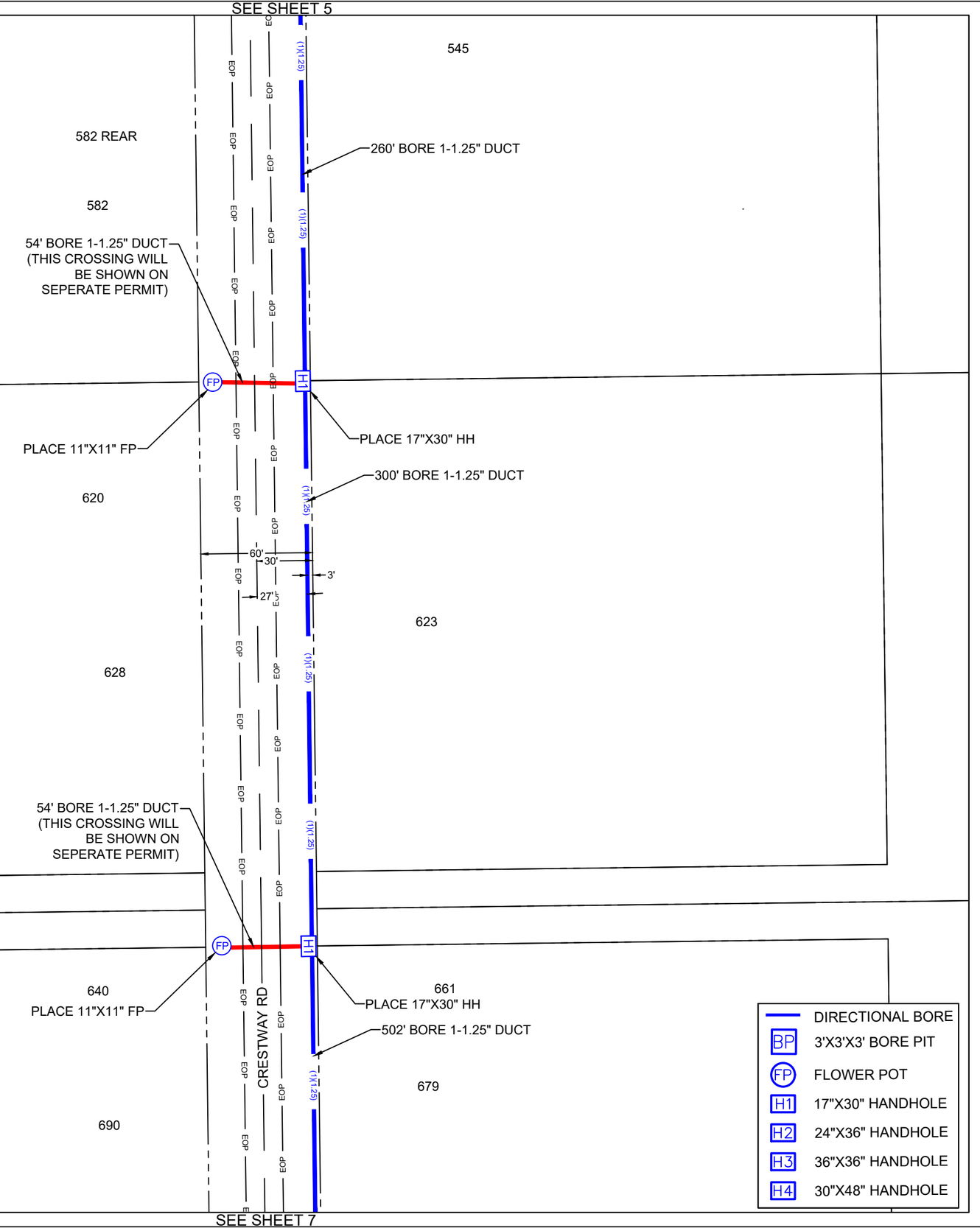
SCALE: 1:60	PHONE: 512-759-5352	PAGE: 5 OF 12

SEE SHEET 5

Texas 811

Know what's below.
Call before you dig.



SEE SHEET 7

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

N

SCALE: 1"= 60'

0 60 120

SPECIAL NOTES

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UNITS / ACCT CODES

HOUSLEY GROUP

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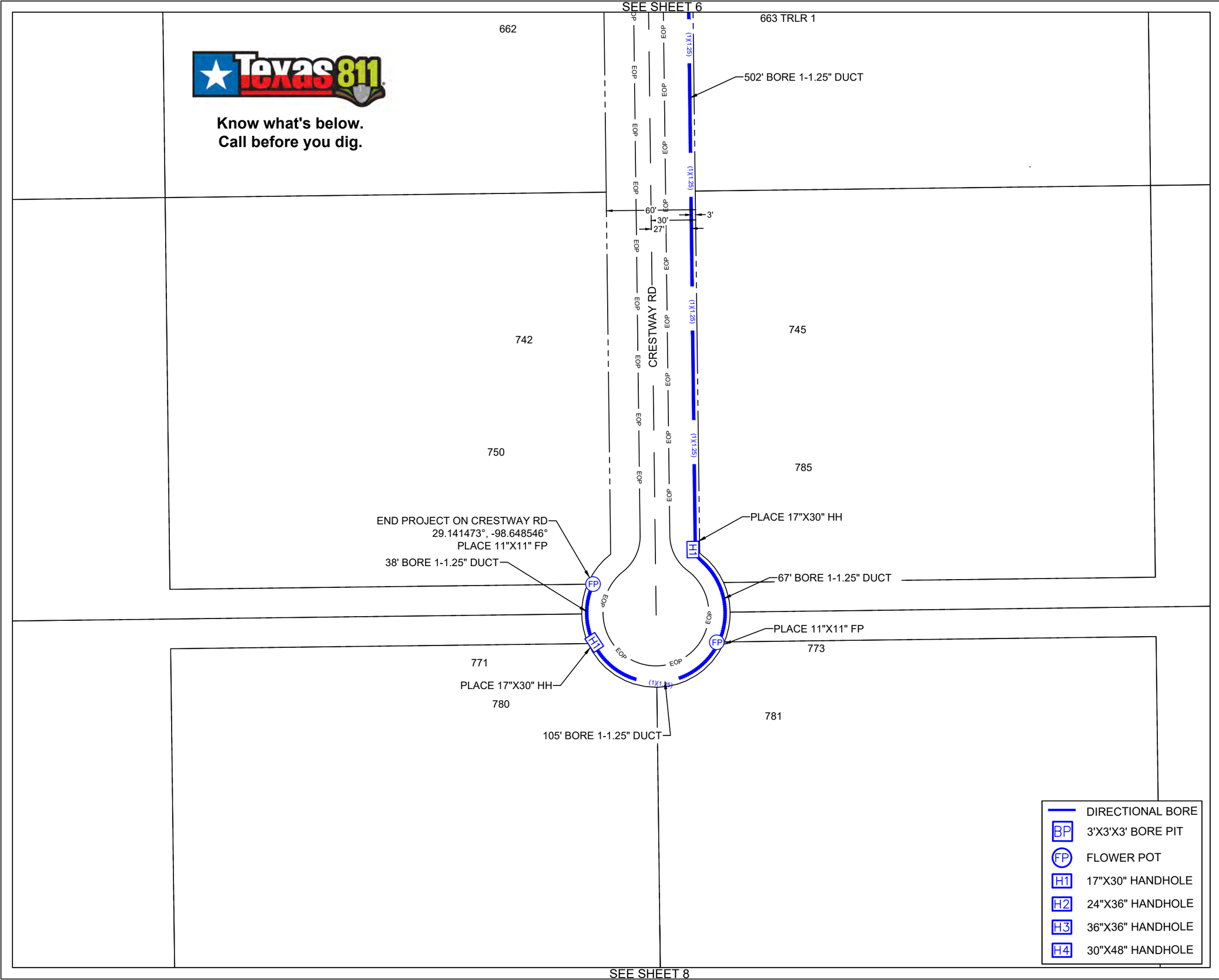
SEE SHEET 6



SEE SHEET 8

Texas 811

Know what's below.
Call before you dig.

N

SCALE: 1"= 60'

0 60 120

SPECIAL NOTES

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UNITS / ACCT CODES

HOUSLEY GROUP

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CRESTWAY RD - 5320504

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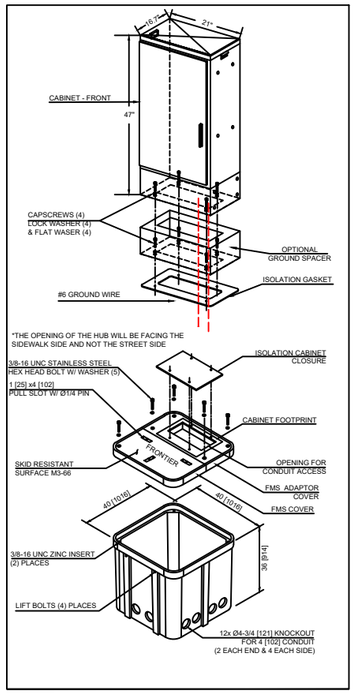
LEGEND AND DETAILS

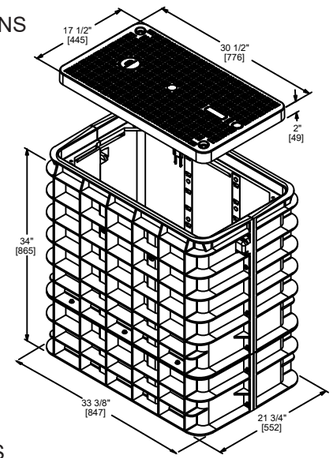
3'X3'X3' BORE PIT	BP
11"X11"FLOWER POT	FP
17"X30" HANDHOLE	H1
24"X36" HANDHOLE	H2
36"X36" HANDHOLE	H3
30"X48" HANDHOLE	H4
BORING UNDER ROAD	
EXISTING CABLE	
PROP (1)(1.25) DUCT	(1)(1.25) (1)(1.25)
PROP (2)(1.25) DUCT	(2)(1.25) (2)(1.25)
PROP (1)(1.50) DUCT	(1)(1.50) (1)(1.50)
PROP (2)(1.50) DUCT	(2)(1.50) (2)(1.50)
RIGHT OF WAY	
CENTER LINE	
EDGE OF PAVEMENT	EOP EOP EOP EOP



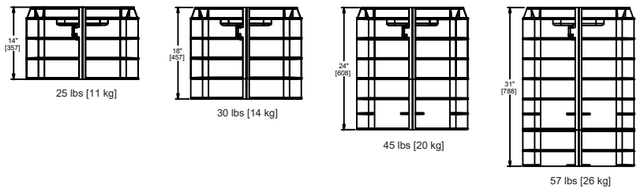
HUB DETAIL

17X30 BODY SPECIFICATIONS

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

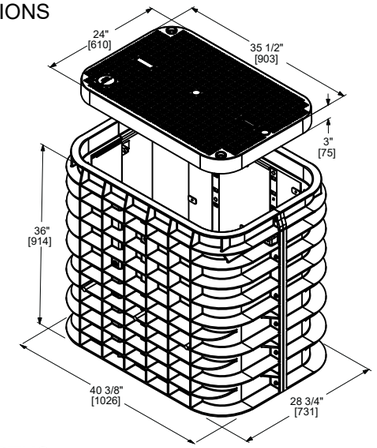


ADDITIONAL BODY DEPTHS



2X3 BODY SPECIFICATIONS

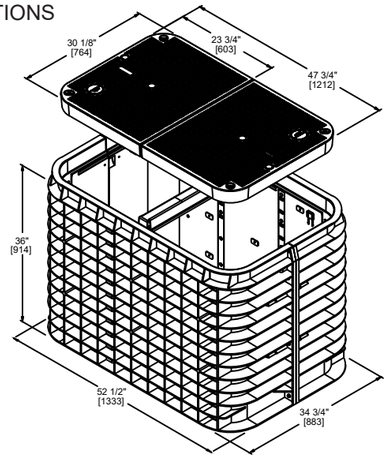
Cover Weight 50 lbs [23 kg]
Pit Weight 82 lbs [37 kg]
Assembled Weight 132 lbs [60 kg]



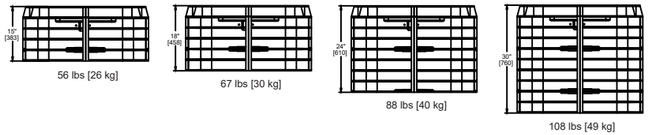
ADDITIONAL BODY DEPTHS

3X5 BODY SPECIFICATIONS

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



ADDITIONAL BODY DEPTHS



HOUSLEY GROUP

FRONTIER

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: 8 OF 12

GENERAL NOTES

FRONTIER COMMUNICATION CONSTRUCTION SPECIFICATIONS

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

HOUSLEY GROUP

FRONTIER

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: 9 OF 12

CONTACT SHEET

FRONTIER COMMUNICATIONS

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

CONSTRUCTION:
NAME BRIAN GOODEM - (951) 204-4961
EMAIL: brian.l1.gooden@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

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

ENGINEERING CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

CITY GOVERNMENT

NAME
ROLE/DESIGNATION PH#
EMAIL:

COUNTY GOVERNMENT

NAME
ROLE/DESIGNATION PH#
EMAIL:

STATE GOVERNMENT

TXDOT
Utility Coordinator

RAILROADS

BNSF

Permit Service
Address:

Manager Permits
Name
PH#
Email:

BNSF CALL BEFORE YOU DIG
PH#

BNSF EMERGENCY RAILROADS
PH#

UPRR

Manager UPRR Real Estate Name:
Address: UPRR CALL BEFORE
YOU DIG PH# UPRR
EMERGENCY RAILROADS PH#

UTILITIES

TEXAS ONE CALL SYSTEM (UTILITY LOCATED)	PH#
PUBLIC WORKS	PH#
STREET AND MAINTENANCE	PH#
GAS	PH#
SBC	PH#
ELECTRIC	PH#
WATER	PH#

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
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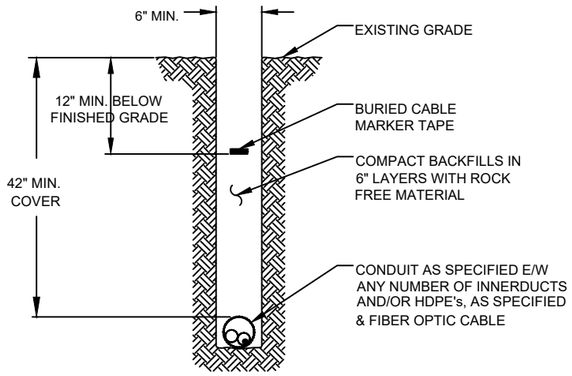
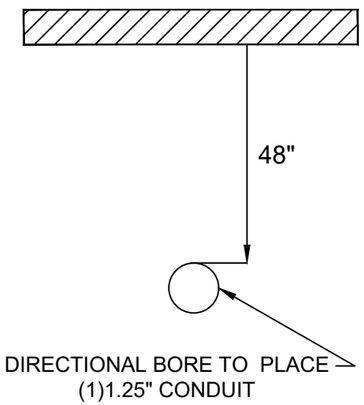
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 10 OF 12

CONSTRUCTION DETAILS

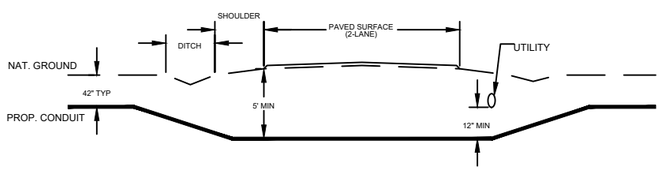
TYPICAL DETAIL "A"
TRENCH & PLACE CONDUIT



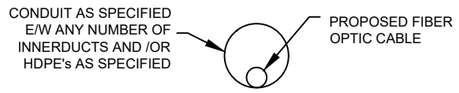
BORE DETAIL (PAVEMENT)



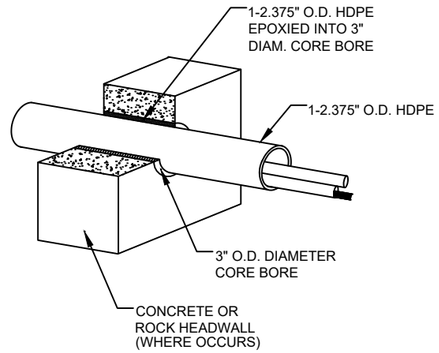
TYPICAL DETAIL "A"
TWO LANE - ASPHALT ROAD - NO CURB



TYPICAL DETAIL "B"
CROSS SECTION OF PROPOSED HDPE

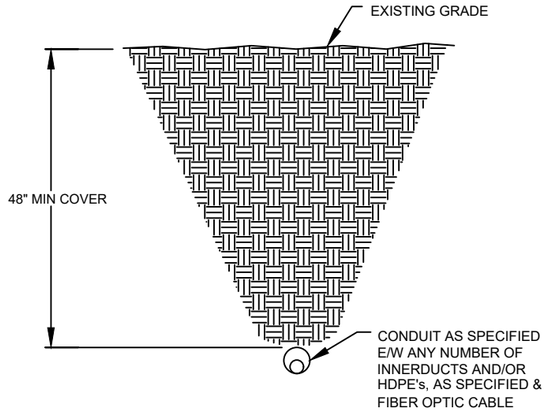


TYPICAL DETAIL "D"
3" CORE BORE



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

TYPICAL DETAIL "C"
DIRECTIONAL BORE CROSS SECTION FOR CONDUIT



FRONTIER

ATASCOSA COUNTY
CRESTWAY RD - 5320504

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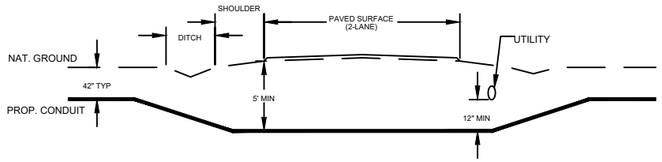
SCALE: 1:60	PHONE: 512-759-5352	PAGE: 11 OF 12

ROAD CROSSING DETAILS

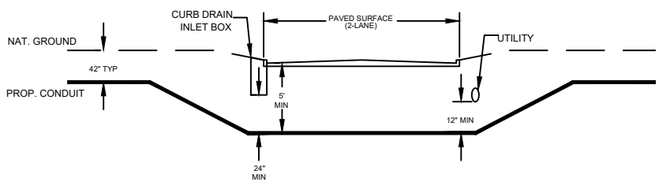
TYPICAL DETAIL "A"

TWO LANE - ASPHALT ROAD - NO CURB



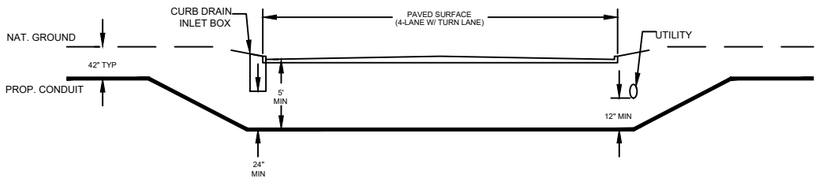
TYPICAL DETAIL "B"

TWO LANE - CURBED ROAD



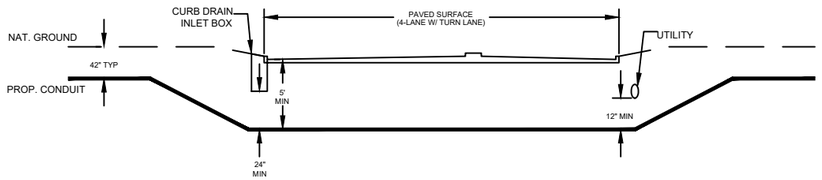
TYPICAL DETAIL "C"

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



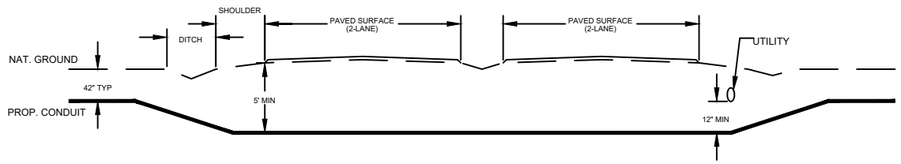
TYPICAL DETAIL "D"

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



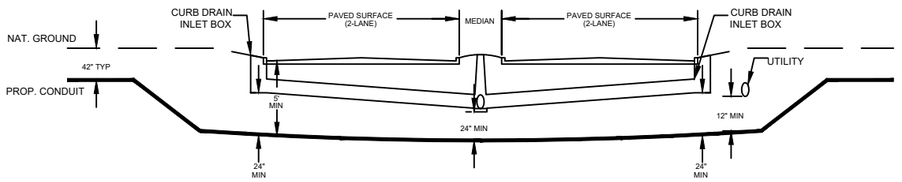
TYPICAL DETAIL "E"

4 LANE - SPLIT ASPHALT ROAD - NO CURB



TYPICAL DETAIL "F"

4 LANE - SPLIT CURBED ROAD



FRONTIER

ATASCOSA COUNTY
CRESTWAY RD - 5320504

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SCALE: 1:60	PHONE: 325-944-9905	PAGE: 12 OF 12

Notice of Proposed Commercial Installation

Utility Line on Non-Controlled Access Roadway

Residential Use:____ **Commercial Use:____**
FEE:_____ **PAID:_____**

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

Date: 12/05/2025

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber optic by directional bore.
line within the right-of-way of Marbach Rd in Precinct 2
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See Attached
Approx. 1.65 mi.
or 8702ft

(Please see attached map)
—Diagram Location

<— Surface Grade of Road —>

3' DEEP

" PVC casing with " PVC Service

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

1. The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Atascosa County Commissioners Court, and all governing laws, including but not limited to the "Federal Clean Water Act", the "Federal Endangered Species Act", and the "Federal Historic Preservation Act". Upon request by the County of Atascosa, proof of compliance with all governing laws, rules, and regulations will be submitted to the County of Atascosa before commencement of construction.

2. Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the area as indicated under "Re-vegetation Special Provisions".

3. Our firm will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devises* will be installed and maintained for the duration of this installation.

4. Our firm agrees to indemnify and hold Atascosa County, its officers, agents or employees, harmless from any personal injury, property damage or real property related claims against County, its officers, agents or employees, that result from Company's operations under this permit, or facilities installed under this permit, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE, OR NONCOMPLIANCE WITH A STATUTORY DUTY, OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.

5. The firm agrees to release the County, and any emergency services personnel operating on behalf of the County, from any and all claims for damages done to Company's property, during emergency operations.

6. The firm agrees to waive receipt of notice from the County, of routine maintenance operations in the right of way, or adjoining drainage easements, and to bear the cost of any additional fortifications, barriers, conduits, or

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

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

8. Construction of this line will begin on or after the 1 day of January , 20 26 .

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

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

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

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

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

OR

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

Proposed fiber optic is zero voltage.

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

N/A under # 9 _____ Is attached _____.

Will be submitted when received_____. (Check One)

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

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

OR

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

Proposed fiber optic is zero voltage.

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

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

(a) Firm shall at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.
(b) Firm shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.
(c) Firm shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

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

FIRM Housley Group on behalf of Frontier Communications

By (Print) Jeremiah Castillo

Signature Jeremiah Castillo

Title Project Coordinator

Address 3550 S Bryant Blvd

San Angelo, TX 76903

Phone No. 210-667-6241

Fax No

To: _____

Roadway Marbach Rd
Beg. RM _____ Offset_____End RMOffset___
County Precincts No. 2 Atascosa County, Texas
Date: 12/05/2025

UTILITY PERMIT NO._____

The County of Atasocsa, Texas, offers no objection to the location on the right-or-way of your proposed

(Please see attached map)

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

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

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

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

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

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

- **General Special Provisions:**

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

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

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

County of Atascosa—Commissioners Court: DATE: _____

By: _____ _____
COUNTY JUDGE COMMISSIONER, PRECINCT No._____

COUNTY OF ATASCOSA

"LIST OF REQUIRED INFORMATION"
FROM (TXDOT)
"SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL"

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

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

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

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:
Mark Gillespie
830-569-2901
152 Ben Parker
Pleasanton, TX 78064

Precinct 2 Commissioner:
Mark Bowen
830-742-3946
1625 FM 3175
Lytle, TX 78052

Precinct 3 Commissioner:
George "Butch" Pawelek
830-277-1213
76 Yule Ave
Charlotte, TX 78011

Precinct 4 Commissioner:
Joseph Eustace
830-569-1147
384 Shale Rd
Pleasanton, TX 78064

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

ATASCOSA COUNTY
JOURDANTON, TX
5320504
MARBACH RD

VICINITY MAP

SHEET INDEX

SERIAL NO	TITLE	SHEET#
1	COVER SHEET	i
2	LOCATION MAP	L
3	WORK PLANS	1 TO 14
4	LEGEND SHEET	15
5	NOTES - CONTACT SHEET	16 TO 17
6	TYPICAL DETAILS	18 TO 19

CONTACT SHEET

FRONTIER COMMUNICATIONS

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

CONSTRUCTION:
NAME BRIAN GOODEM - (951) 204-4961
EMAIL: brian.l1.gooden@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

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

ENGINEERING CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

FRONTIER

ATASCOSA COUNTY
MARBACH RD - 5320504

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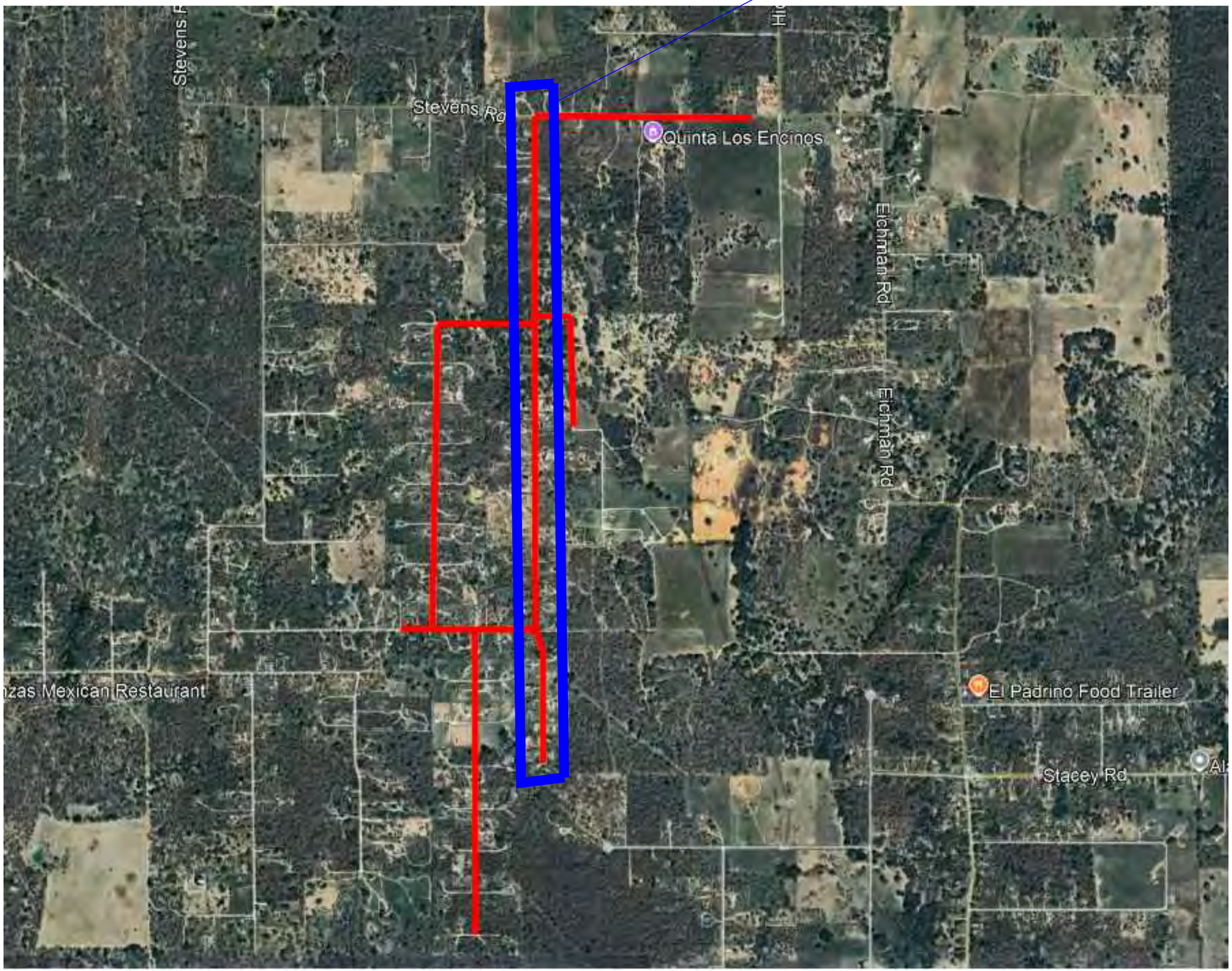
SCALE: 1:60	PHONE: 512-759-5352	PAGE: i OF 8

LOCATION MAP



N

FRONTIER

ATASCOSA COUNTY
MARBACH RD - 5320504

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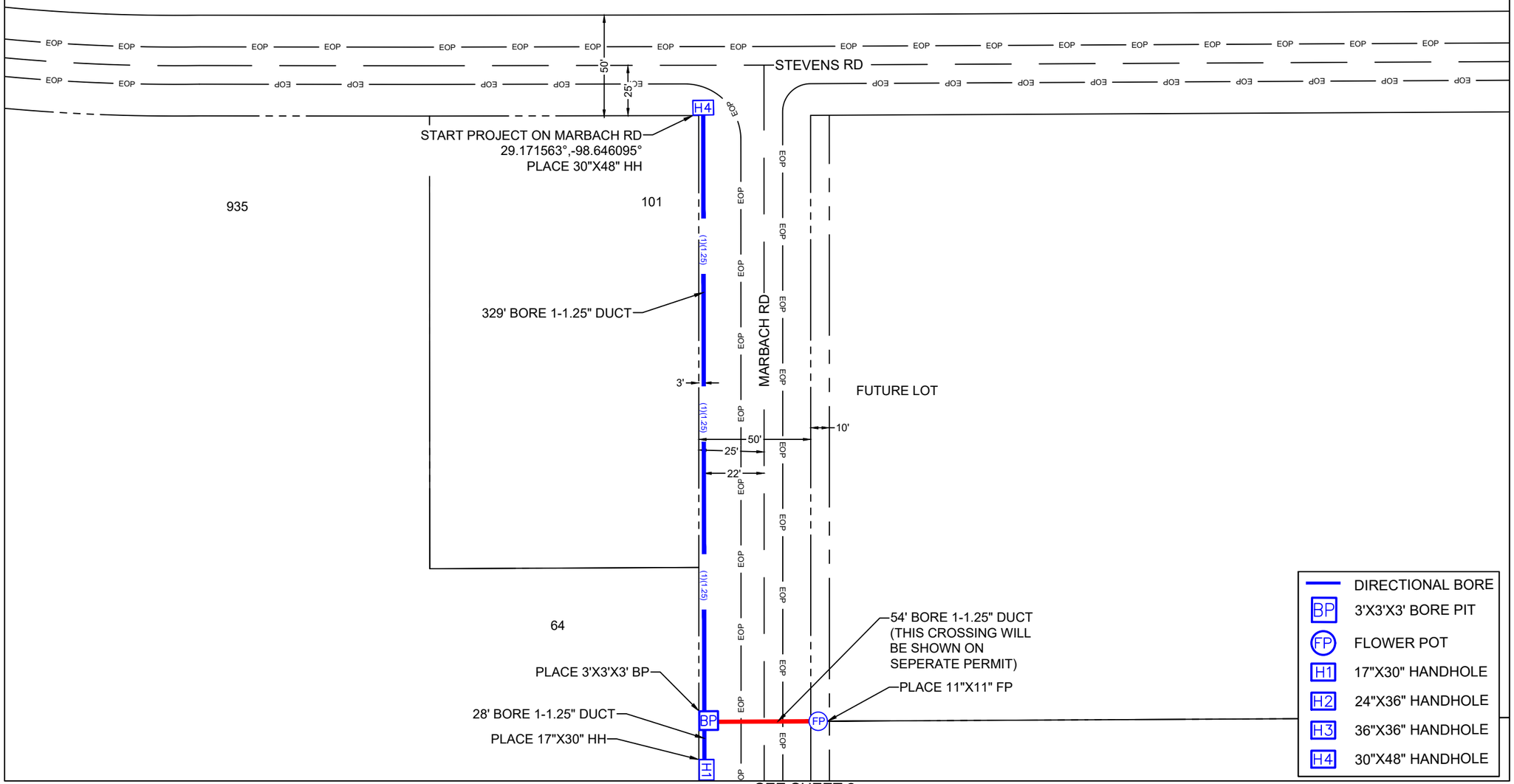
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

Know what's below.
Call before you dig.

623 UNIT 2

623 UNIT 1



N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
MARBACH RD - 5320504

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SEE SHEET 1

Know what's below.
Call before you dig.

249' BORE 1-1.25" DUCT

FUTURE LOT

(1)X1.25

(1)X1.25

120

PLACE 17"X30" HH

H1

39' BORE 1-1.25" DUCT

FP

PLACE 11"X11" FP

(1)X1.25

44

637' BORE 1-1.25" DUCT

150

(1)X1.25

(1)X1.25

EOP

MARBACH RD

FUTURE LOT

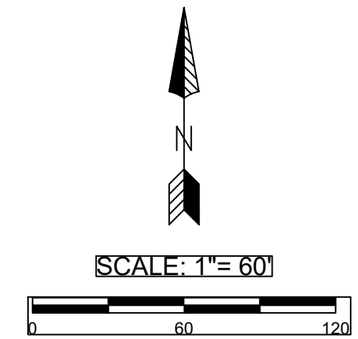
3'

50'

25'

10'

22'



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UNITS / ACCT CODES

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

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	PAGE: 2 OF 8

SEE SHEET 3

SEE SHEET 2

Know what's below.
Call before you dig.

246
637' BORE 1-1.25" DUCT

181

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

PLACE 30"X48" HH

PLACE 11"X11" FP

559' BORE 1-1.25" DUCT

248

250

MARBACH RD

50'
25'
32'
3'
10'

FUTURE LOT

(1)1.25

EOP

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 4

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

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SEE SHEET 3

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FUTURE LOT

331

559' BORE 1-1.25" DUCT

PLACE 17"X30" HH

144' BORE 1-1.25" DUCT

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

351

PLACE 11"X11" FP

366

PLACE 3'X3'X3' BP

313' BORE 1-1.25" DUCT

FUTURE LOT

MARBACH RD

32'
3'
50'
10'
25'

EOP
(1)(1.25)

	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 5

N

SCALE: 1"= 60'

0 60 120

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SEE SHEET 4

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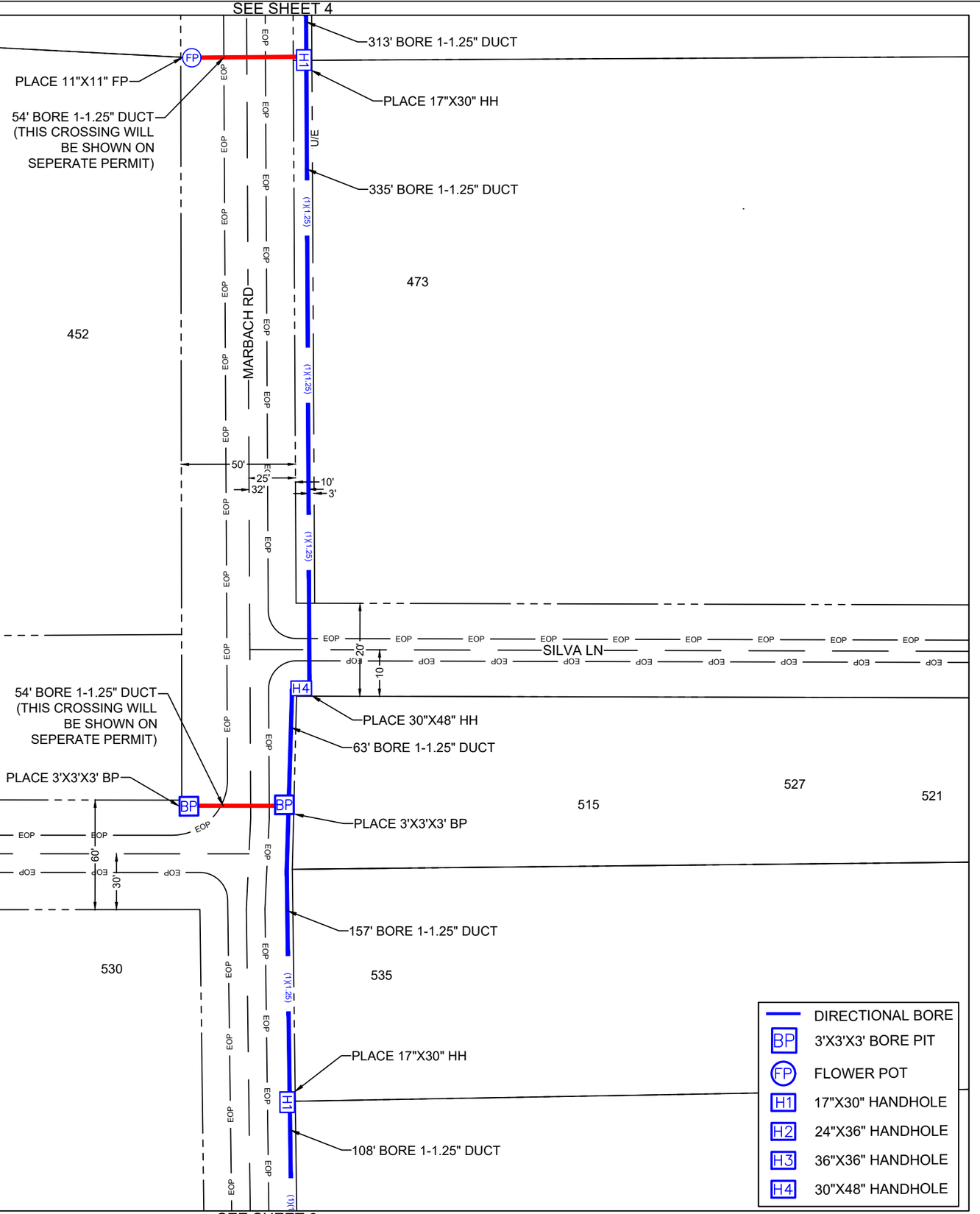

SEE SHEET 6

N

SCALE: 1"= 60'

0 60 120

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SEE SHEET 5

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PLACE 11"X11" FP

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

108' BORE 1-1.25" DUCT
322

PLACE 3'X3'X3' BP

131' BORE 1-1.25" DUCT

3'

50'
25'
22'

PLACE 17"X30" HH
575 UNIT 2

50' BORE 1-1.25" DUCT

PLACE 11"X11" FP

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

PLACE 3'X3'X3' BP
575 UNIT 1

277' BORE 1-1.25" DUCT
605

MARBACH RD

638

635

PLACE 11"X11" FP

PLACE 3'X3'X3' BP

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

33' BORE 1-1.25" DUCT

PLACE 17"X30" HH

664

275' BORE 1-1.25" DUCT

SEE SHEET 7

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

N

SCALE: 1"= 60'

0 60 120

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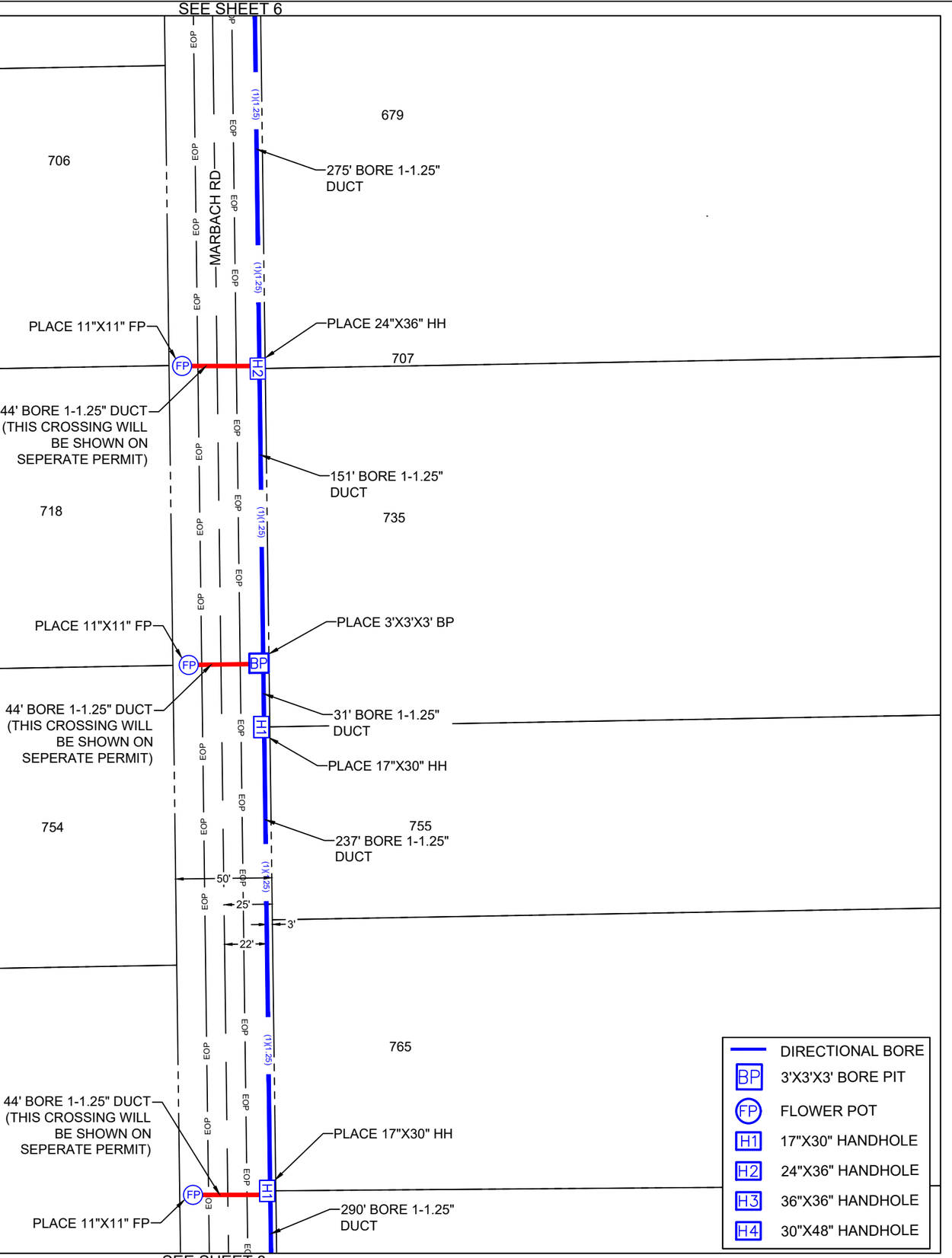

SEE SHEET 8

N

SCALE: 1"= 60'

0 60 120

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UNITS / ACCT CODES

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
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SEE SHEET 7

Texas 811

Know what's below.
Call before you dig.

784 UNIT 2

784

290' BORE 1-1.25" DUCT

50'

25'

22'

3'

FUTURE LOT

832

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

PLACE 17"X30" HH

PLACE 11"X11" FP

MARBACH RD

356' BORE 1-1.25" DUCT

FUTURE LOT

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

EOP

(1)(1.25)

FP

H1

BP

	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'

0 60 120

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SEE SHEET 8

Know what's below.
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FUTURE LOT

947

-MARBACH RD

48' BORE 1-1.25" DUCT

PLACE 17"X30" HH

338' BORE 1-1.25" DUCT

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

PLACE 11"X11" FP

PLACE 24"X36" HH

502' BORE 1-1.25" DUCT

1021

1020

1027

50'
25'
22'
3'

(1)(1.25)

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 10

N

SCALE: 1"= 60'

0 60 120

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SEE SHEET 9

Know what's below.
Call before you dig.

502' BORE 1-1.25" DUCT

50'
25'
15'
22'
3'

1069

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

PLACE 17"X30" HH

1105

PLACE 11"X11" FP

262' BORE 1-1.25" DUCT

1120

MARBACH RD

1109

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

PLACE 17"X30" HH

PLACE 11"X11" FP

1114

1143

417' BORE 1-1.25" DUCT

1140

1141

EOP

(1)1.25

FP

H1

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 11

N

SCALE: 1"= 60'

0 60 120

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SEE SHEET 10

Know what's below.
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1154

417' BORE 1-1.25" DUCT

1197

3'

60'

30'

27'

PLACE 17"X30" HH

1222

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

100' BORE 1-1.25" DUCT

PLACE 11"X11" FP

PLACE 3'X3'X3' BP

1254 LOT A

MARBACH RD

1145

373' BORE 1-1.25" DUCT

1254 UNIT 2

1297

EOP

(1)(1.25)

FP

BP

H1

SEE SHEET 12

N

SCALE: 1"= 60'

0 60 120

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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

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SEE SHEET 11

WOODCREST RD

EOP

30'

60'

373' BORE 1-1.25" DUCT

(1)(1.25)

PLACE 24"X36" HH

BP

H2

PLACE 3'X3'X3' BP

74' BORE 1-1.25" DUCT

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

PLACE 3'X3'X3' BP

1329

FP

PLACE 11"X11" FP

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

300' BORE 1-1.25" DUCT

FUTURE LOT

GAS PIPELINE

1361 TRLR 1

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

1361

PLACE 17"X30" HH

H1

PLACE 11"X11" FP

MARBACH RD

1400

333' BORE 1-1.25" DUCT

FUTURE LOT

60'

30'

27'

3'

GAS PIPELINE

Texas 811

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

SEE SHEET 13

N

SCALE: 1"= 60'

0 60 120

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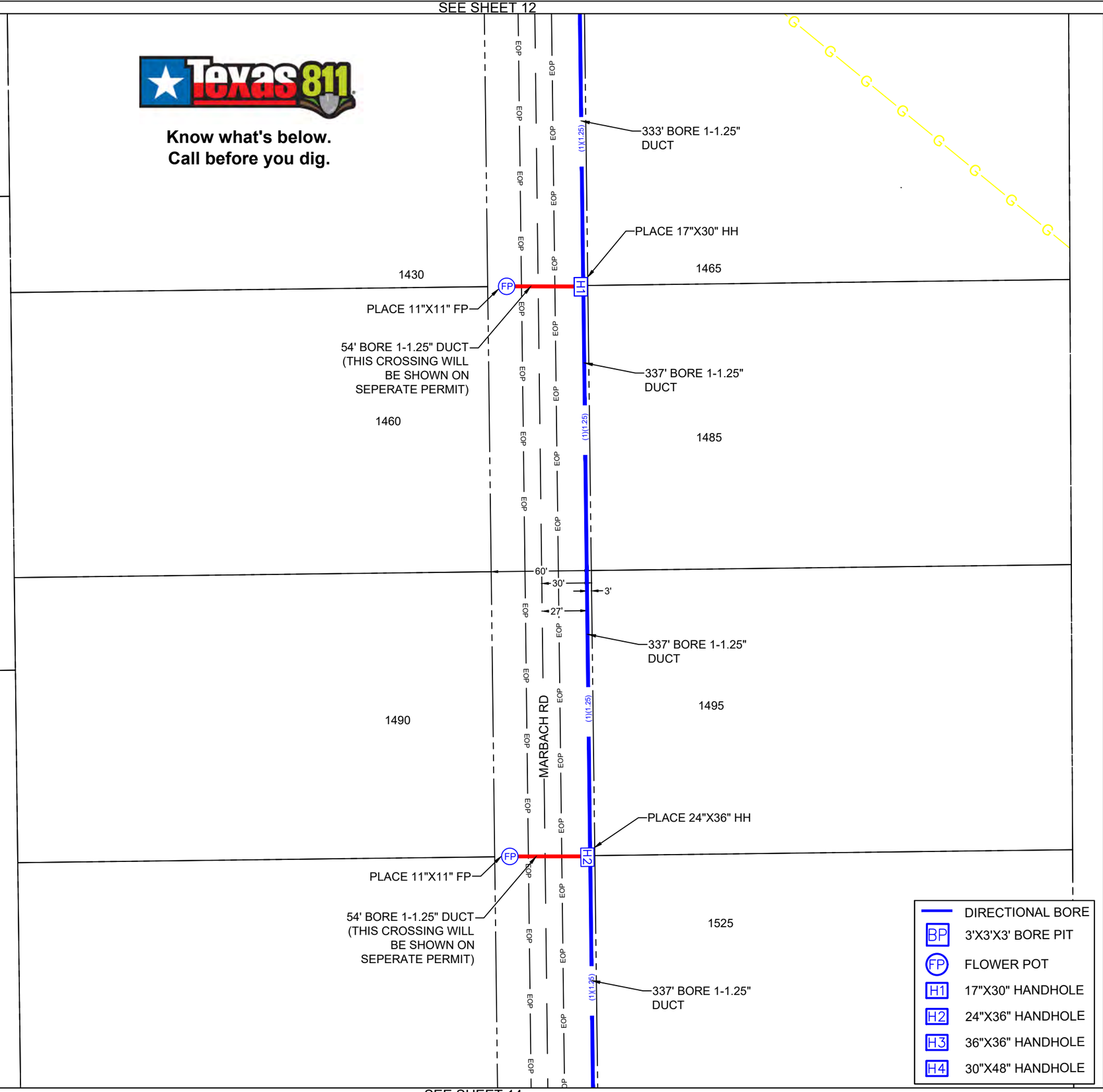

SEE SHEET 14

N

SCALE: 1"= 60'

0 60 120

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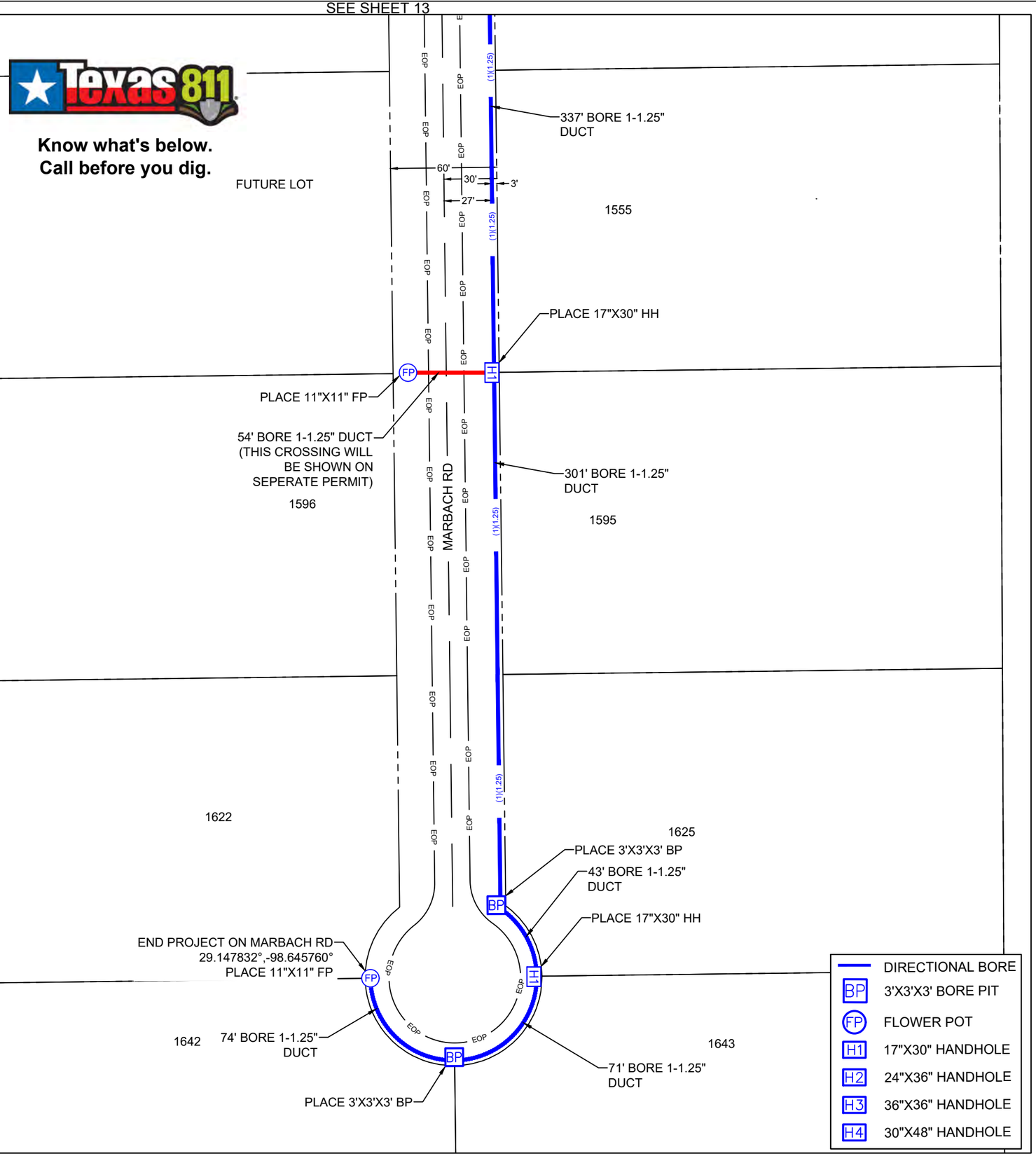

N

SCALE: 1"= 60'

0 60 120

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UNITS / ACCT CODES

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

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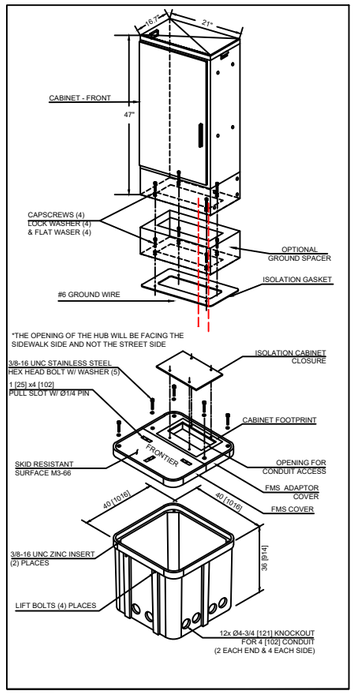
LEGEND AND DETAILS

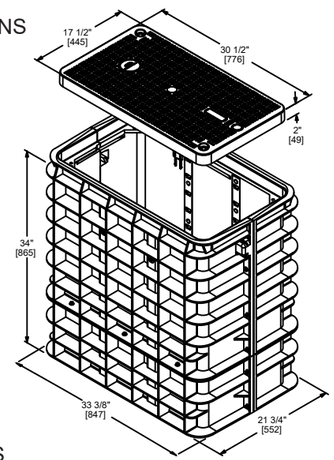
3'X3'X3' BORE PIT	BP
11"X11"FLOWER POT	FP
17"X30" HANDHOLE	H1
24"X36" HANDHOLE	H2
36"X36" HANDHOLE	H3
30"X48" HANDHOLE	H4
BORING UNDER ROAD	
EXISTING CABLE	
PROP (1)(1.25) DUCT	(1)(1.25) (1)(1.25)
PROP (2)(1.25) DUCT	(2)(1.25) (2)(1.25)
PROP (1)(1.50) DUCT	(1)(1.50) (1)(1.50)
PROP (2)(1.50) DUCT	(2)(1.50) (2)(1.50)
RIGHT OF WAY	
CENTER LINE	
EDGE OF PAVEMENT	EOP EOP EOP EOP



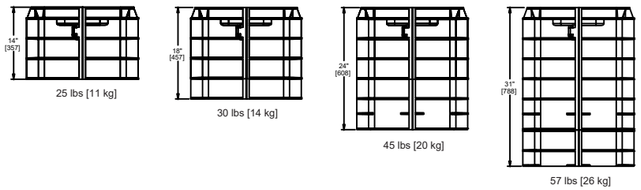
HUB DETAIL

17X30 BODY SPECIFICATIONS

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

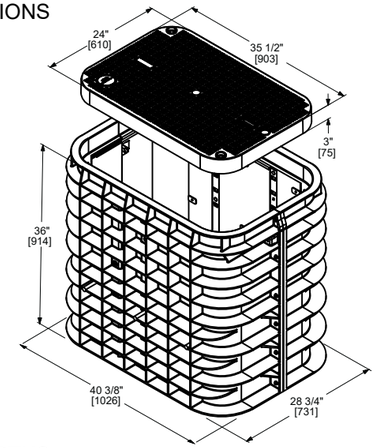


ADDITIONAL BODY DEPTHS



2X3 BODY SPECIFICATIONS

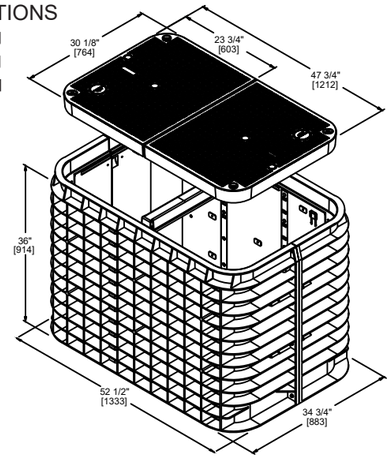
Cover Weight 50 lbs [23 kg]
Pit Weight 82 lbs [37 kg]
Assembled Weight 132 lbs [60 kg]



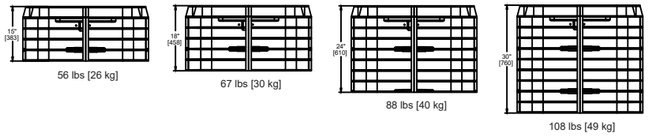
ADDITIONAL BODY DEPTHS

3X5 BODY SPECIFICATIONS

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



ADDITIONAL BODY DEPTHS



FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	PAGE: 4 OF 8

GENERAL NOTES

FRONTIER COMMUNICATION CONSTRUCTION SPECIFICATIONS

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
MARBACH RD - 5320504

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SCALE: 1:60	PHONE: 512-759-5352	PAGE: 5 OF 8

CONTACT SHEET

FRONTIER COMMUNICATIONS

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

CONSTRUCTION:
NAME BRIAN GOODEM - (951) 204-4961
EMAIL: brian.l1.gooden@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

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

ENGINEERING CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

CITY GOVERNMENT

NAME
ROLE/DESIGNATION PH#
EMAIL:

COUNTY GOVERNMENT

NAME
ROLE/DESIGNATION PH#
EMAIL:

STATE GOVERNMENT

TXDOT
Utility Coordinator

RAILROADS

BNSF

Permit Service
Address:

Manager Permits
Name
PH#
Email:

BNSF CALL BEFORE YOU DIG
PH#

BNSF EMERGENCY RAILROADS
PH#

UPRR

Manager UPRR Real Estate Name:
Address: UPRR CALL BEFORE
YOU DIG PH# UPRR
EMERGENCY RAILROADS PH#

UTILITIES

TEXAS ONE CALL SYSTEM (UTILITY LOCATED)	PH#
PUBLIC WORKS	PH#
STREET AND MAINTENANCE	PH#
GAS	PH#
SBC	PH#
ELECTRIC	PH#
WATER	PH#

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
MARBACH RD - 5320504

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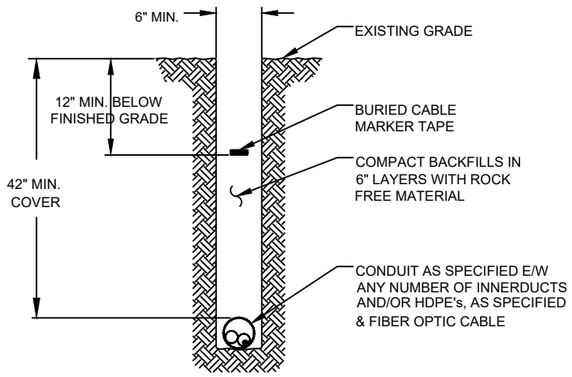
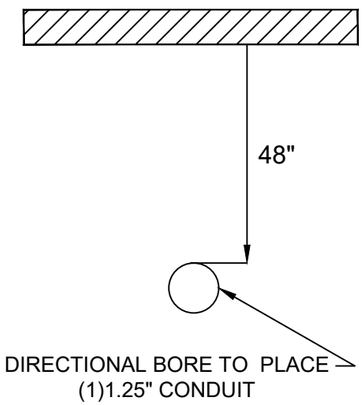
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 6 OF 8

CONSTRUCTION DETAILS

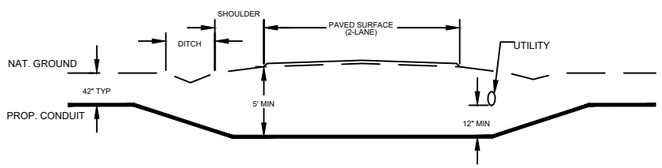
TYPICAL DETAIL "A"
TRENCH & PLACE CONDUIT



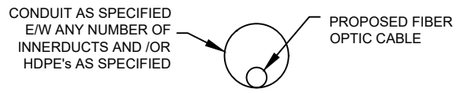
BORE DETAIL (PAVEMENT)



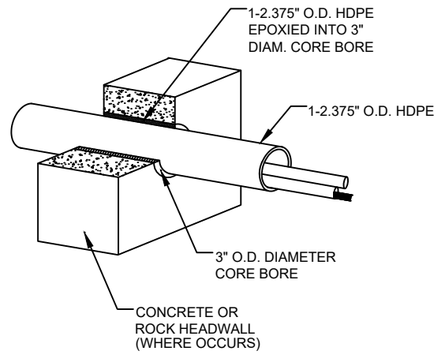
TYPICAL DETAIL "A"
TWO LANE - ASPHALT ROAD - NO CURB



TYPICAL DETAIL "B"
CROSS SECTION OF PROPOSED HDPE

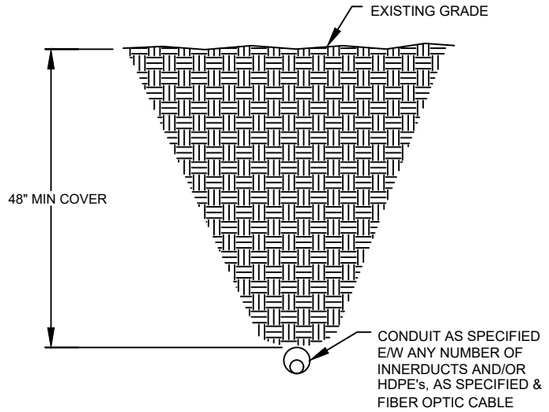


TYPICAL DETAIL "D"
3" CORE BORE



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

TYPICAL DETAIL "C"
DIRECTIONAL BORE CROSS SECTION FOR CONDUIT



FRONTIER

ATASCOSA COUNTY
MARBACH RD - 5320504

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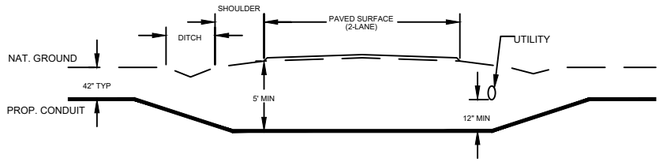
SCALE: 1:60	PHONE: 512-759-5352	PAGE: 7 OF 8

ROAD CROSSING DETAILS

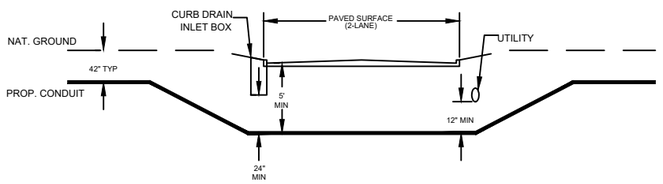
TYPICAL DETAIL "A"

TWO LANE - ASPHALT ROAD - NO CURB



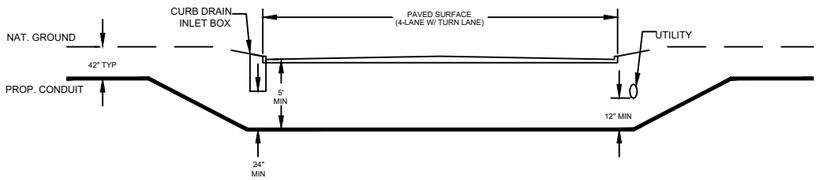
TYPICAL DETAIL "B"

TWO LANE - CURBED ROAD



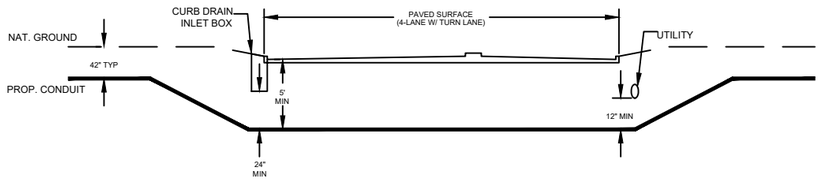
TYPICAL DETAIL "C"

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



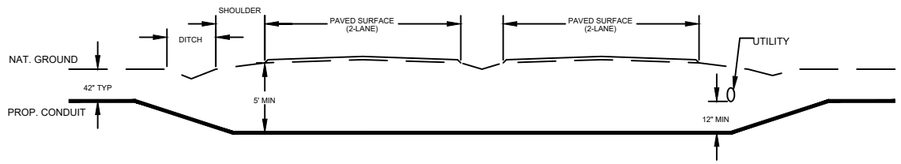
TYPICAL DETAIL "D"

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



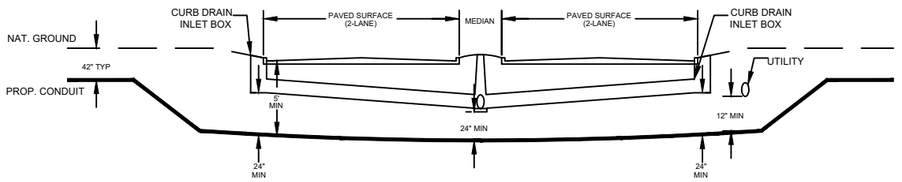
TYPICAL DETAIL "E"

4 LANE - SPLIT ASPHALT ROAD - NO CURB



TYPICAL DETAIL "F"

4 LANE - SPLIT CURBED ROAD



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Notice of Proposed Commercial Installation

Utility Line on Non-Controlled Access Roadway

Residential Use:____ **Commercial Use:____**
FEE:_____ **PAID:_____**

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

Date: 12/05/2025

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber optic by directional bore.
line within the right-of-way of Ranch Rd in Precinct 2
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See Attached
Approx. 1.02 mi.
or 5400ft

(Please see attached map)
—Diagram Location

<— Surface Grade of Road —>

3' DEEP

" PVC casing with " PVC Service

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

1. The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Atascosa County Commissioners Court, and all governing laws, including but not limited to the "Federal Clean Water Act", the "Federal Endangered Species Act", and the "Federal Historic Preservation Act". Upon request by the County of Atascosa, proof of compliance with all governing laws, rules, and regulations will be submitted to the County of Atascosa before commencement of construction.

2. Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the area as indicated under "Re-vegetation Special Provisions".

3. Our firm will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devises* will be installed and maintained for the duration of this installation.

4. Our firm agrees to indemnify and hold Atascosa County, its officers, agents or employees, harmless from any personal injury, property damage or real property related claims against County, its officers, agents or employees, that result from Company's operations under this permit, or facilities installed under this permit, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE, OR NONCOMPLIANCE WITH A STATUTORY DUTY, OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.

5. The firm agrees to release the County, and any emergency services personnel operating on behalf of the County, from any and all claims for damages done to Company's property, during emergency operations.

6. The firm agrees to waive receipt of notice from the County, of routine maintenance operations in the right of way, or adjoining drainage easements, and to bear the cost of any additional fortifications, barriers, conduits, or

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

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

8. Construction of this line will begin on or after the 1 day of January , 20 26 .

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

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

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

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

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

OR

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

Proposed fiber optic is zero voltage.

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

N/A under # 9 _____ Is attached _____.

Will be submitted when received_____. (Check One)

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

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

OR

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

Proposed fiber optic is zero voltage.

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

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

(a) Firm shall at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.
(b) Firm shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.
(c) Firm shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

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

FIRM Housley Group on behalf of Frontier Communications

By (Print) Jeremiah Castillo

Signature Jeremiah Castillo

Title Project Coordinator

Address 3550 S Bryant Blvd

San Angelo, TX 76903

Phone No. 210-667-6241

Fax No

To: _____

Roadway Ranch Rd
Beg. RM _____ Offset_____End RMOffset___
County Precincts No. 2 Atascosa County, Texas
Date: 12/05/2025

UTILITY PERMIT NO._____

The County of Atasocsa, Texas, offers no objection to the location on the right-or-way of your proposed

(Please see attached map)

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

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

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

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

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

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

- **General Special Provisions:**

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

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

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

County of Atascosa—Commissioners Court: DATE: _____

By: _____ _____
COUNTY JUDGE COMMISSIONER, PRECINCT No._____

COUNTY OF ATASCOSA

"LIST OF REQUIRED INFORMATION" FROM (TXDOT) "SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL"

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

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

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

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:
Mark Gillespie
830-569-2901
152 Ben Parker
Pleasanton, TX 78064

Precinct 2 Commissioner:
Mark Bowen
830-742-3946
1625 FM 3175
Lytle, TX 78052

Precinct 3 Commissioner:
George "Butch" Pawelek
830-277-1213
76 Yule Ave
Charlotte, TX 78011

Precinct 4 Commissioner:
Joseph Eustace
830-569-1147
384 Shale Rd
Pleasanton, TX 78064

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

ATASCOSA COUNTY
JOURDANTON, TX
5320504
RANCH RD

VICINITY MAP

SHEET INDEX

SERIAL NO	TITLE	SHEET#
1	COVER SHEET	i
2	LOCATION MAP	L
3	WORK PLANS	1 TO 8
4	LEGEND SHEET	9
5	NOTES - CONTACT SHEET	10 TO 11
6	TYPICAL DETAILS	12 TO 13

CONTACT SHEET

FRONTIER COMMUNICATIONS

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

CONSTRUCTION:
NAME BRIAN GOODEM - (951) 204-4961
EMAIL: brian.l1.gooden@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

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

ENGINEERING CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
RANCH RD - 5320504

PROJECT NUMBER: 5320504		C.O. AREA: JOURDANTON EXCH. CODE: 70428
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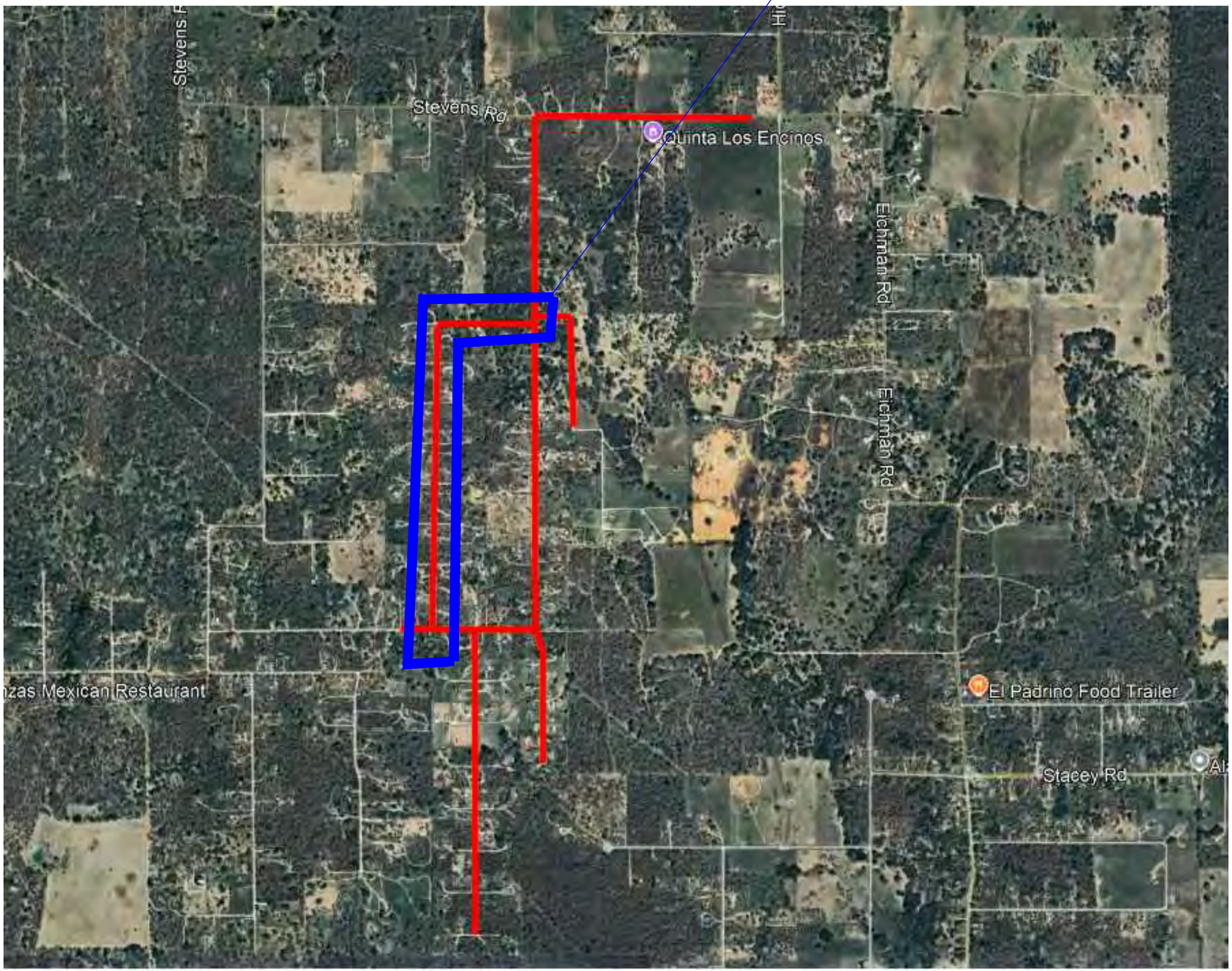
SCALE: 1:60	PHONE: 512-759-5352	PAGE: i OF 13

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
RANCH RD - 5320504

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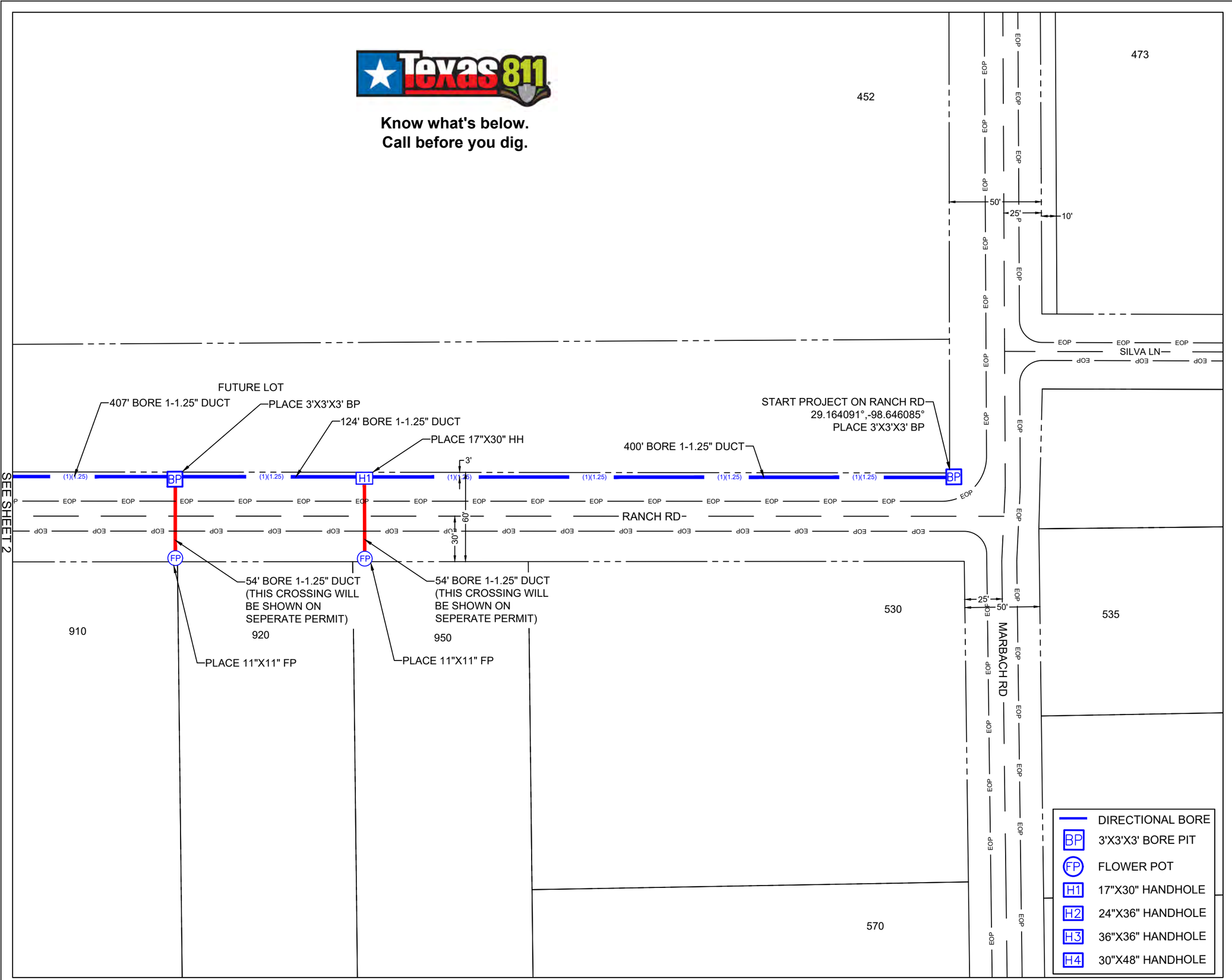
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 13

Texas 811

Know what's below.
Call before you dig.



N

SCALE: 1"= 60'

0 60 120

SPECIAL NOTES

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UNITS / ACCT CODES

HOUSLEY GROUP

FRONTIER

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: 1 OF 13

Texas 811

Know what's below.
Call before you dig.

825

859

PLACE 24"X36" HH

402' BORE 1-1.25" DUCT

PLACE 17"X30" HH

407' BORE 1-1.25" DUCT

3'

(1)(1.25)

H2

H1

EOP

117'

RANCH RD

60'

27'

30'

152' BORE 1-1.25" DUCT

FP

PLACE 11"X11" FP

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

810

870

SEE SHEET 1

PLACE 11"X11" FP

134' BORE 1-1.25" DUCT

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

PLACE 17"X30" HH

247' BORE 1-1.25" DUCT

PLACE 11"X11" FP

SEE SHEET 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

N

SCALE: 1"= 60'

0 60 120

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UNITS / ACCT CODES

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
RANCH RD - 5320504

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SEE SHEET 2

Know what's below.
Call before you dig.

247' BORE 1-1.25" DUCT

701

704

707

PLACE 11"X11" FP
674

PLACE 17"X30" HH

54' BORE 1-1.25" DUCT
(THIS CROSSING WILL
BE SHOWN ON
SEPERATE PERMIT)
243

639

RANCH RD

288' BORE 1-1.25" DUCT

649

658

60'
30'
3'
27'

PLACE 11"X11" FP

PLACE 17"X30" HH

604

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

247' BORE 1-1.25" DUCT

601

SEE SHEET 4

	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'

0 60 120

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UNITS / ACCT CODES

FRONTIER

ATASCOSA COUNTY
RANCH RD - 5320504

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SEE SHEET 3

595

247' BORE 1-1.25" DUCT

PLACE 24"X36" HH

PLACE 11"X11" FP

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

559

556

287' BORE 1-1.25" DUCT

545

540

RANCH RD

PLACE 11"X11" FP

PLACE 17"X30" HH

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

287' BORE 1-1.25" DUCT

489

500

60'
30'
3'
27'
EOP
(1)(1.25)
H1
H2
FP

SEE SHEET 5

Texas 811
Know what's below.
Call before you dig.

N

SCALE: 1"= 60'

0 60 120

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

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HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
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SEE SHEET 4

Know what's below.
Call before you dig.

287' BORE 1-1.25" DUCT

PLACE 17"X30" HH

497' BORE 1-1.25" DUCT

480

PLACE 11"X11" FP

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

457

452

467

472

385

380

375

332

RANCH RD

3'

60'

30'

27'

PLACE 24"X36" HH

349

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

PLACE 11"X11" FP

289' BORE 1-1.25" DUCT

(1)1.25

EOP

H1 H2 FP

SEE SHEET 6

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'

0 60 120

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UNITS / ACCT CODES

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
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SEE SHEET 5

Texas 811

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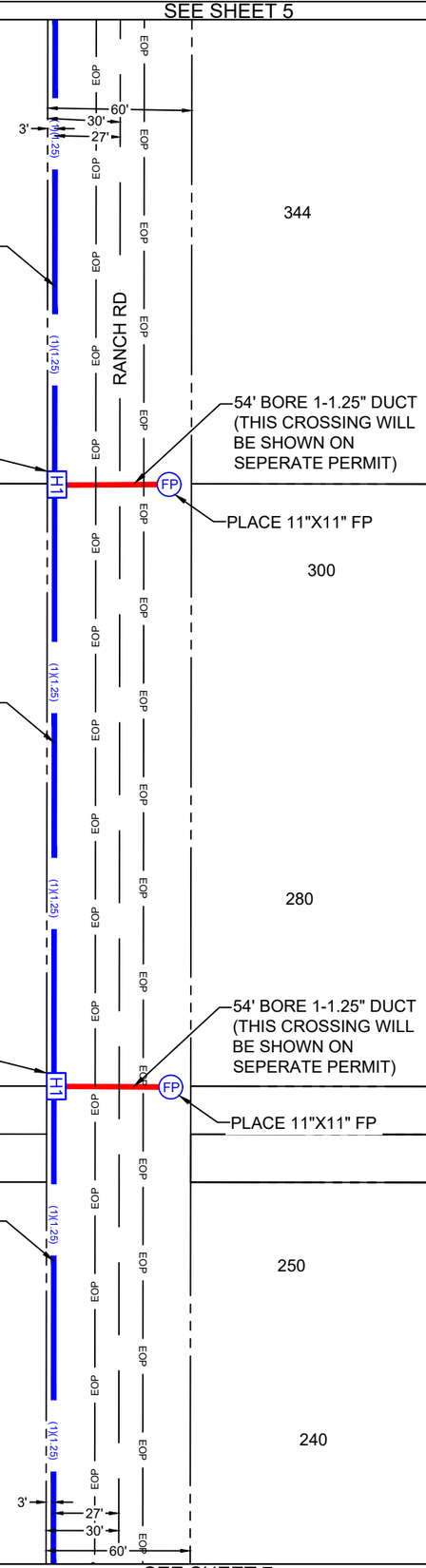

SEE SHEET 7

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

N

SCALE: 1"= 60'

0 60 120

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ATASCOSA COUNTY
RANCH RD - 5320504

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SEE SHEET 6

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

PLACE 24"X36" HH

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

PLACE 11"X11" FP

517' BORE 1-1.25" DUCT

185 190 165 180 150 121 100 125

60' 30' 27' 3'

RANCH RD

GAS PIPELINE

	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 8

N

SCALE: 1"= 60'

0 60 120

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ATASCOSA COUNTY
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SEE SHEET 7

Know what's below.
Call before you dig.

97

84

517' BORE 1-1.25" DUCT

RANCH RD

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

PLACE 17"X30" HH

H1

FP

PLACE 11"X11" FP

302' BORE 1-1.25" DUCT

3'
30'
27'
60'

(1X1.25)

EOP

20

31

296

END PROJECT ON RANCH RD
29.152789°,-98.650334°
PLACE 3'X3'X3' BP

BP

WOODCREST RD

60'
30'
27'

N

SCALE: 1"= 60'

0 60 120

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UNITS / ACCT CODES

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
RANCH RD - 5320504

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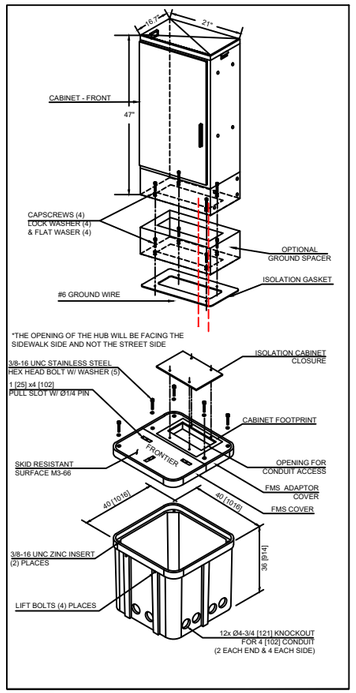
LEGEND AND DETAILS

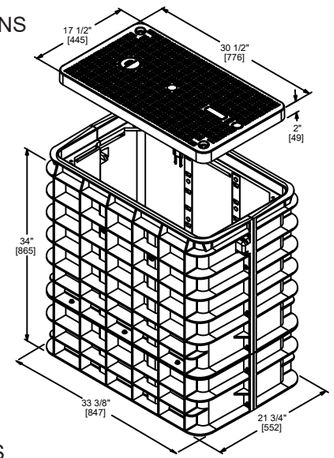
3'X3'X3' BORE PIT	BP
11"X11"FLOWER POT	FP
17"X30" HANDHOLE	H1
24"X36" HANDHOLE	H2
36"X36" HANDHOLE	H3
30"X48" HANDHOLE	H4
BORING UNDER ROAD	
EXISTING CABLE	
PROP (1)(1.25) DUCT	(1)(1.25) (1)(1.25)
PROP (2)(1.25) DUCT	(2)(1.25) (2)(1.25)
PROP (1)(1.50) DUCT	(1)(1.50) (1)(1.50)
PROP (2)(1.50) DUCT	(2)(1.50) (2)(1.50)
RIGHT OF WAY	
CENTER LINE	
EDGE OF PAVEMENT	EOP EOP EOP EOP



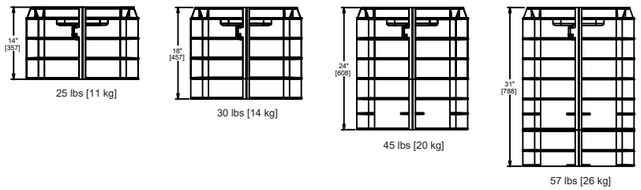
HUB DETAIL

17X30 BODY SPECIFICATIONS

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

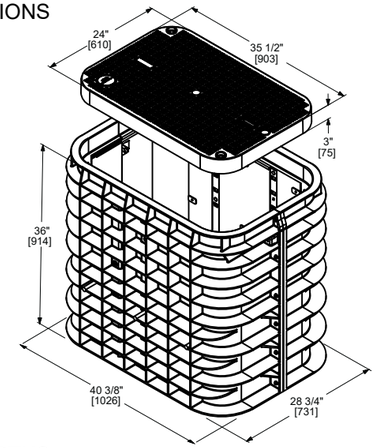


ADDITIONAL BODY DEPTHS



2X3 BODY SPECIFICATIONS

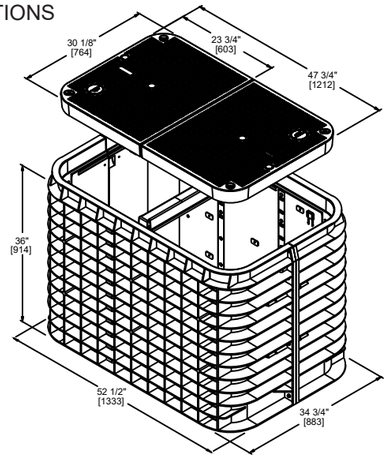
Cover Weight 50 lbs [23 kg]
Pit Weight 82 lbs [37 kg]
Assembled Weight 132 lbs [60 kg]



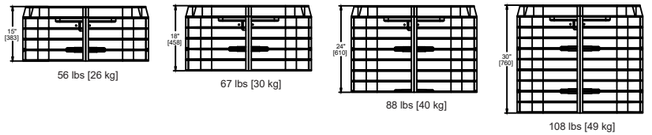
ADDITIONAL BODY DEPTHS

3X5 BODY SPECIFICATIONS

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



ADDITIONAL BODY DEPTHS



HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
RANCH RD - 5320504

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GENERAL NOTES

FRONTIER COMMUNICATION CONSTRUCTION SPECIFICATIONS

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
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SCALE: 1:60	PHONE: 512-759-5352	PAGE: 10 OF 13

CONTACT SHEET

FRONTIER COMMUNICATIONS

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

CONSTRUCTION:
NAME BRIAN GOODEM - (951) 204-4961
EMAIL: brian.l1.gooden@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

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

ENGINEERING CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

CITY GOVERNMENT

NAME
ROLE/DESIGNATION PH#
EMAIL:

COUNTY GOVERNMENT

NAME
ROLE/DESIGNATION PH#
EMAIL:

STATE GOVERNMENT

TXDOT
Utility Coordinator

RAILROADS

BNSF

Permit Service
Address:

Manager Permits
Name
PH#
Email:

BNSF CALL BEFORE YOU DIG
PH#

BNSF EMERGENCY RAILROADS
PH#

UPRR

Manager UPRR Real Estate Name:
Address: UPRR CALL BEFORE
YOU DIG PH# UPRR
EMERGENCY RAILROADS PH#

UTILITIES

TEXAS ONE CALL SYSTEM (UTILITY LOCATED)	PH#
PUBLIC WORKS	PH#
STREET AND MAINTENANCE	PH#
GAS	PH#
SBC	PH#
ELECTRIC	PH#
WATER	PH#

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
RANCH RD - 5320504

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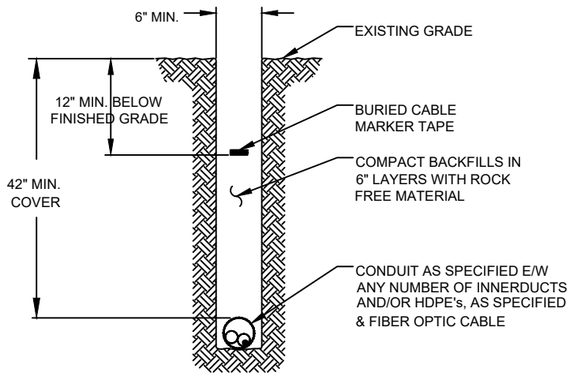
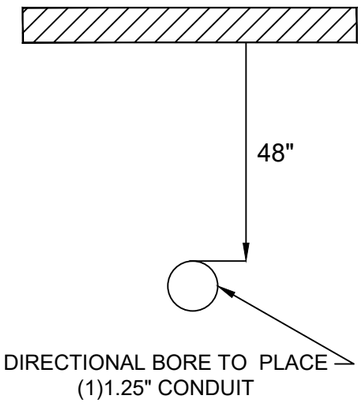
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 11 OF 13

CONSTRUCTION DETAILS

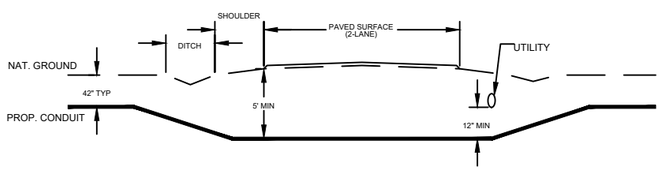
TYPICAL DETAIL "A"
TRENCH & PLACE CONDUIT



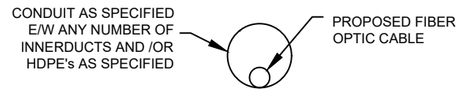
BORE DETAIL (PAVEMENT)



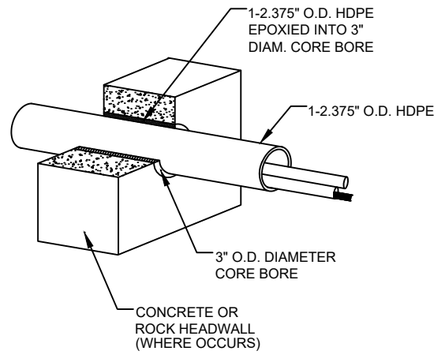
TYPICAL DETAIL "A"
TWO LANE - ASPHALT ROAD - NO CURB



TYPICAL DETAIL "B"
CROSS SECTION OF PROPOSED HDPE

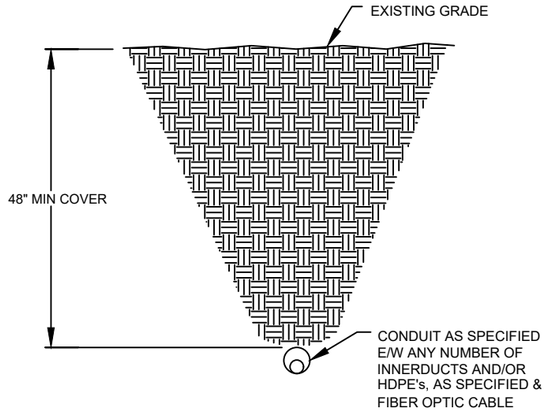


TYPICAL DETAIL "D"
3" CORE BORE



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

TYPICAL DETAIL "C"
DIRECTIONAL BORE CROSS SECTION FOR CONDUIT



HOUSLEY GROUP

FRONTIER

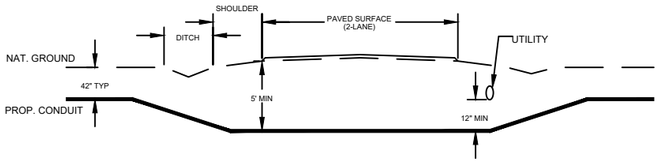
ATASCOSA COUNTY
RANCH RD - 5320504

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: 12 OF 13

ROAD CROSSING DETAILS

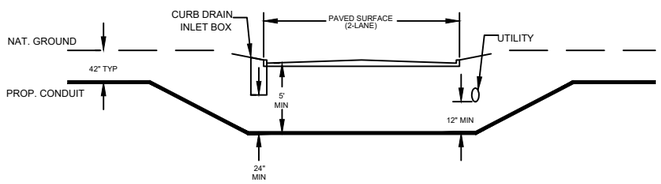
TYPICAL DETAIL "A"

TWO LANE - ASPHALT ROAD - NO CURB



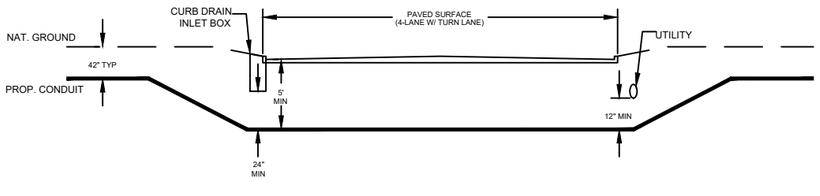
TYPICAL DETAIL "B"

TWO LANE - CURBED ROAD



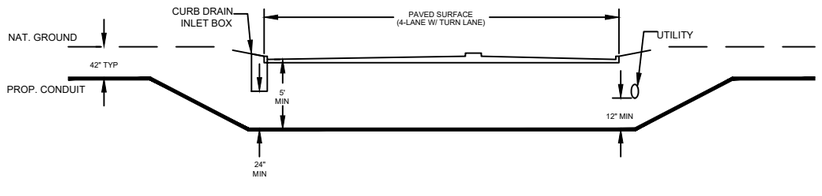
TYPICAL DETAIL "C"

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



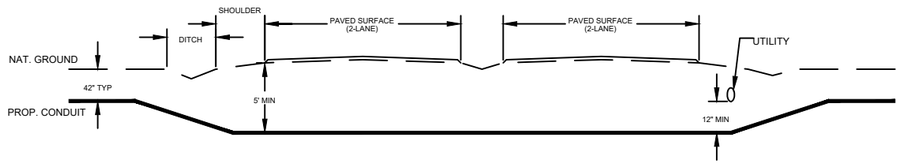
TYPICAL DETAIL "D"

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



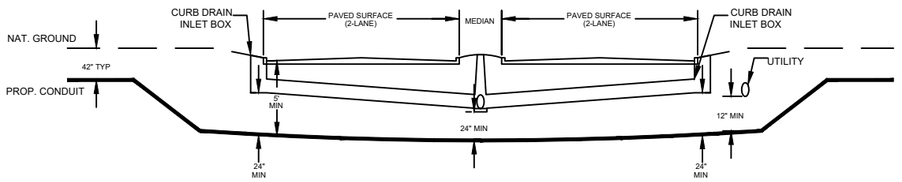
TYPICAL DETAIL "E"

4 LANE - SPLIT ASPHALT ROAD - NO CURB



TYPICAL DETAIL "F"

4 LANE - SPLIT CURBED ROAD



HOUSLEY GROUP

FRONTIER

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: 325-944-9905	PAGE: 13 OF 13

Notice of Proposed Commercial Installation

Utility Line on Non-Controlled Access Roadway

Residential Use:____ **Commercial Use:____**
FEE:_____ **PAID:_____**

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

Date: 12/05/2025

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber optic by directional bore.
line within the right-of-way of Stevens Rd in Precinct 2
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See Attached
Approx. .60 mi.
or 3174ft

(Please see attached map)
—Diagram Location

<— Surface Grade of Road —>

3' DEEP

" PVC casing with " PVC Service

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

1. The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Atascosa County Commissioners Court, and all governing laws, including but not limited to the "Federal Clean Water Act", the "Federal Endangered Species Act", and the "Federal Historic Preservation Act". Upon request by the County of Atascosa, proof of compliance with all governing laws, rules, and regulations will be submitted to the County of Atascosa before commencement of construction.

2. Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the area as indicated under "Re-vegetation Special Provisions".

3. Our firm will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devises* will be installed and maintained for the duration of this installation.

4. Our firm agrees to indemnify and hold Atascosa County, its officers, agents or employees, harmless from any personal injury, property damage or real property related claims against County, its officers, agents or employees, that result from Company's operations under this permit, or facilities installed under this permit, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE, OR NONCOMPLIANCE WITH A STATUTORY DUTY, OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.

5. The firm agrees to release the County, and any emergency services personnel operating on behalf of the County, from any and all claims for damages done to Company's property, during emergency operations.

6. The firm agrees to waive receipt of notice from the County, of routine maintenance operations in the right of way, or adjoining drainage easements, and to bear the cost of any additional fortifications, barriers, conduits, or

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

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

8. Construction of this line will begin on or after the 1 day of January , 20 26 .

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

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

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

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

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

OR

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

Proposed fiber optic is zero voltage.

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

N/A under # 9 _____ Is attached _____.

Will be submitted when received_____. (Check One)

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

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

OR

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

Proposed fiber optic is zero voltage.

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

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

(a) Firm shall at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.
(b) Firm shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.
(c) Firm shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

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

FIRM Housley Group on behalf of Frontier Communications

By (Print) Jeremiah Castillo

Signature Jeremiah Castillo

Title Project Coordinator

Address 3550 S Bryant Blvd

San Angelo, TX 76903

Phone No. 210-667-6241

Fax No

To: _____

Roadway Stevens Rd
Beg. RM _____ Offset_____End RMOffset___
County Precincts No. 2 Atascosa County, Texas
Date: 12/05/2025

UTILITY PERMIT NO._____

The County of Atasocsa, Texas, offers no objection to the location on the right-or-way of your proposed

(Please see attached map)

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

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

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

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

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

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

- **General Special Provisions:**

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

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

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

County of Atascosa—Commissioners Court: DATE: _____

By: _____ _____
COUNTY JUDGE COMMISSIONER, PRECINCT No._____

COUNTY OF ATASCOSA

"LIST OF REQUIRED INFORMATION" FROM (TXDOT) "SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL"

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

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

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

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:
Mark Gillespie
830-569-2901
152 Ben Parker
Pleasanton, TX 78064

Precinct 2 Commissioner:
Mark Bowen
830-742-3946
1625 FM 3175
Lytle, TX 78052

Precinct 3 Commissioner:
George "Butch" Pawelek
830-277-1213
76 Yule Ave
Charlotte, TX 78011

Precinct 4 Commissioner:
Joseph Eustace
830-569-1147
384 Shale Rd
Pleasanton, TX 78064

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

ATASCOSA COUNTY
JOURDANTON, TX
5320504
STEVENS RD

VICINITY MAP

SHEET INDEX

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

CONTACT SHEET

FRONTIER COMMUNICATIONS

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

CONSTRUCTION:
NAME BRIAN GOODEM - (951) 204-4961
EMAIL: brian.l1.gooden@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

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

ENGINEERING CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
STEVENS RD - 5320504

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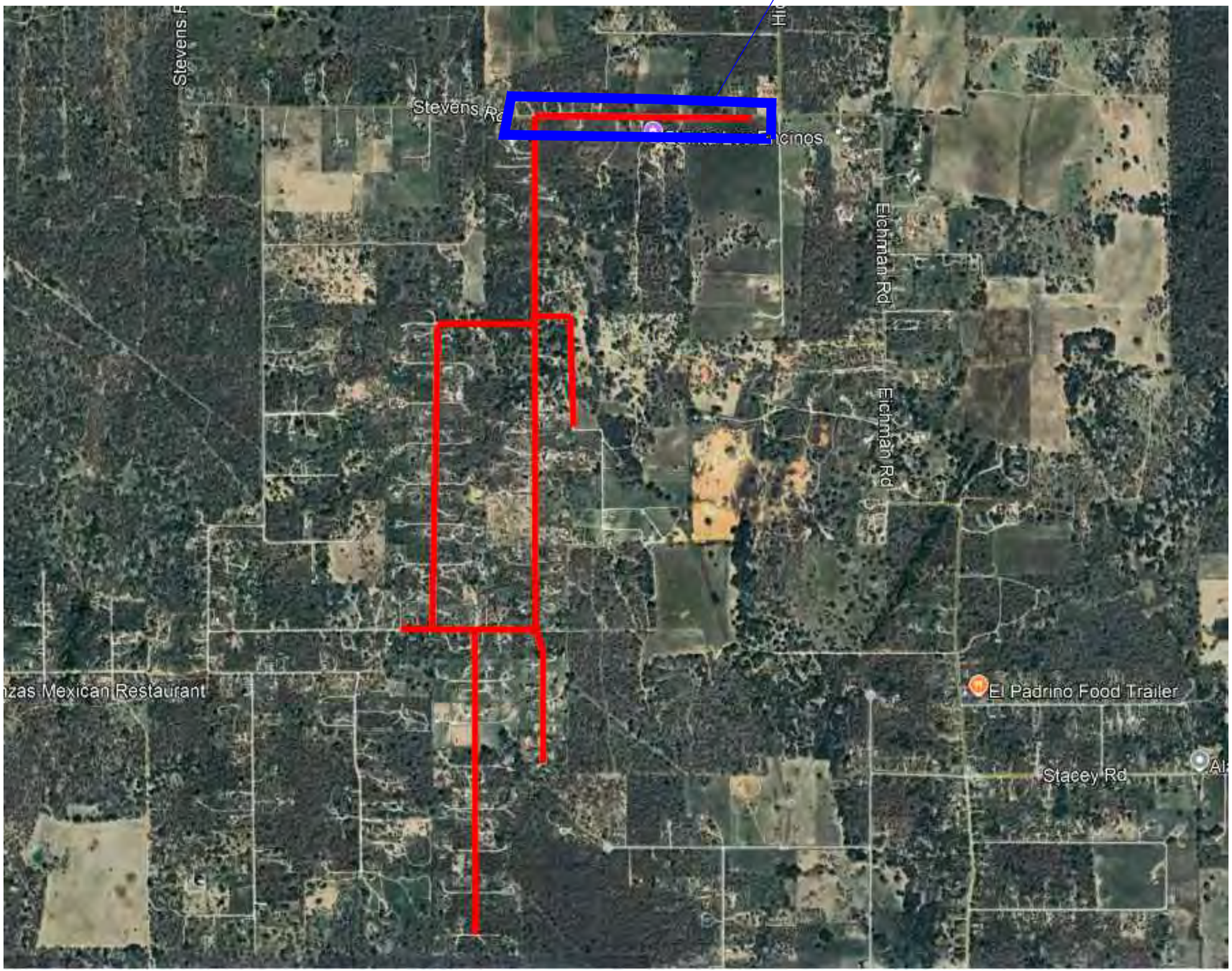
SCALE: 1:60	PHONE: 512-759-5352	PAGE: i OF 8

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
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SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

Know what's below.
Call before you dig.

623 UNIT 2

623 UNIT 3

PLACE 11"X11" FP

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

PLACE 3'X3'X3' BP

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

452' BORE 1-1.25" DUCT

561' BORE 1-1.25" DUCT

PLACE 17"X30" HH

STEVENS RD

PLACE 17"X30" HH

PLACE 30"X48" HH

5' BORE 1-1.25" DUCT

142' BORE 1-1.25" DUCT

101

START PROJECT ON STEVENS RD
29.171564°,-98.646589°
PLACE 36"X36" HH

MARBACH RD

FUTURE LOT

SEE SHEET 2

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'

0 60 120

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
STEVENS RD - 5320504

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SCALE: 1:60	PHONE: 512-759-5352	PAGE: 2 OF 8

Know what's below.
Call before you dig.

680

662

PLACE 17"X30" HH

561' BORE 1-1.25" DUCT

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

SEE SHEET 1

SEE SHEET 3

3'

(1)(1.25)

EOP

50'

25'

22'

STEVENS RD

H1

BP

3'

PLACE 3'X3'X3' BP

170' BORE 1-1.25" DUCT

PLACE 17"X30" HH

661

251' BORE 1-1.25" DUCT

565

671

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'

0 60 120

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Texas 811

Know what's below.
Call before you dig.

FUTURE LOT

680

PLACE 11"X11" FP

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

SEE SHEET 2

SEE SHEET 4

50'

STEVENS RD

EOP

FP

H1

H2

BP

(1)(1.25)

125'

22'

3'

PLACE 17"X30" HH

PLACE 24"X36" HH

PLACE 3'X3'X3' BP

112' BORE 1-1.25" DUCT

1157' BORE 1-1.25"
DUCT

324' BORE 1-1.25" DUCT

FUTURE LOT

561

557

553

FUTURE LOT

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'

0 60 120

SPECIAL NOTES

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HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
STEVENS RD - 5320504

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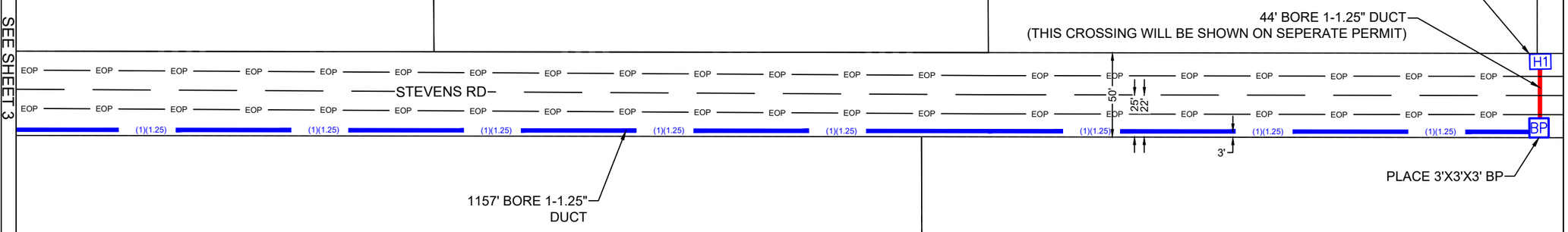
SCALE: 1:60	PHONE: 512-759-5352	PAGE: 3 OF 8

Know what's below.
Call before you dig.

SEE SHEET 3

368

260



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'

0 60 120

SPECIAL NOTES

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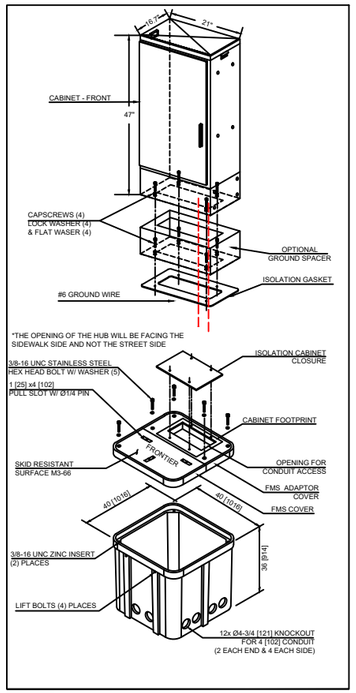
LEGEND AND DETAILS

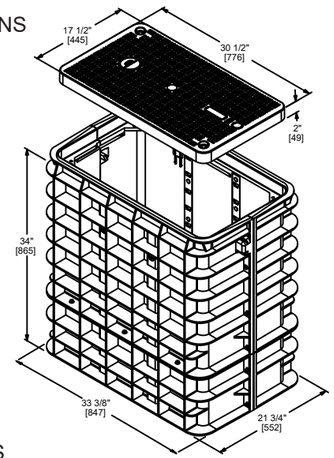
3'X3'X3' BORE PIT	BP
11"X11"FLOWER POT	FP
17"X30" HANDHOLE	H1
24"X36" HANDHOLE	H2
36"X36" HANDHOLE	H3
30"X48" HANDHOLE	H4
BORING UNDER ROAD	
EXISTING CABLE	
PROP (1)(1.25) DUCT	(1)(1.25) (1)(1.25)
PROP (2)(1.25) DUCT	(2)(1.25) (2)(1.25)
PROP (1)(1.50) DUCT	(1)(1.50) (1)(1.50)
PROP (2)(1.50) DUCT	(2)(1.50) (2)(1.50)
RIGHT OF WAY	
CENTER LINE	
EDGE OF PAVEMENT	EOP EOP EOP EOP



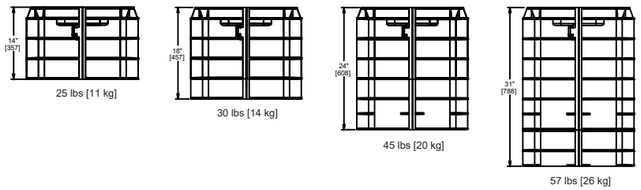
HUB DETAIL

17X30 BODY SPECIFICATIONS

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

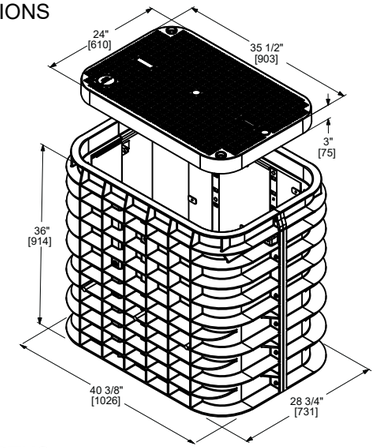


ADDITIONAL BODY DEPTHS



2X3 BODY SPECIFICATIONS

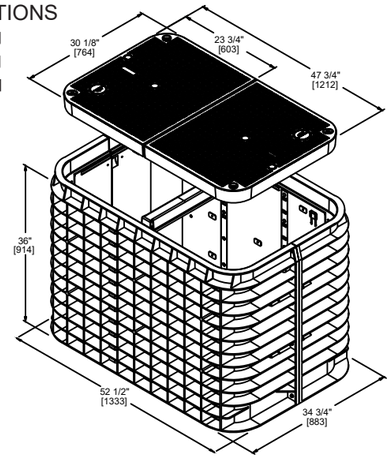
Cover Weight 50 lbs [23 kg]
Pit Weight 82 lbs [37 kg]
Assembled Weight 132 lbs [60 kg]



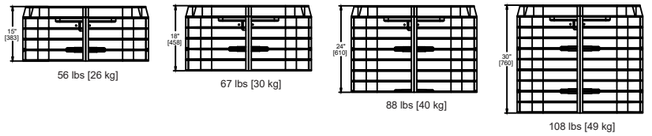
ADDITIONAL BODY DEPTHS

3X5 BODY SPECIFICATIONS

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



ADDITIONAL BODY DEPTHS



HOUSLEY GROUP

FRONTIER

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: 4 OF 8

GENERAL NOTES

FRONTIER COMMUNICATION CONSTRUCTION SPECIFICATIONS

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
STEVENS RD - 5320504

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SCALE: 1:60	PHONE: 512-759-5352	PAGE: 5 OF 8

CONTACT SHEET

FRONTIER COMMUNICATIONS

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

CONSTRUCTION:
NAME BRIAN GOODEM - (951) 204-4961
EMAIL: brian.l1.gooden@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

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

ENGINEERING CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

CITY GOVERNMENT

NAME
ROLE/DESIGNATION PH#
EMAIL:

COUNTY GOVERNMENT

NAME
ROLE/DESIGNATION PH#
EMAIL:

STATE GOVERNMENT

TXDOT
Utility Coordinator

RAILROADS

BNSF

Permit Service
Address:

Manager Permits
Name
PH#
Email:

BNSF CALL BEFORE YOU DIG
PH#

BNSF EMERGENCY RAILROADS
PH#

UPRR

Manager UPRR Real Estate Name:
Address: UPRR CALL BEFORE
YOU DIG PH# UPRR
EMERGENCY RAILROADS PH#

UTILITIES

TEXAS ONE CALL SYSTEM (UTILITY LOCATED)	PH#
PUBLIC WORKS	PH#
STREET AND MAINTENANCE	PH#
GAS	PH#
SBC	PH#
ELECTRIC	PH#
WATER	PH#

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
STEVENS RD - 5320504

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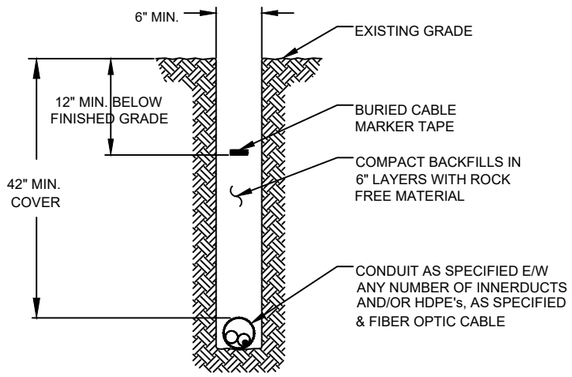
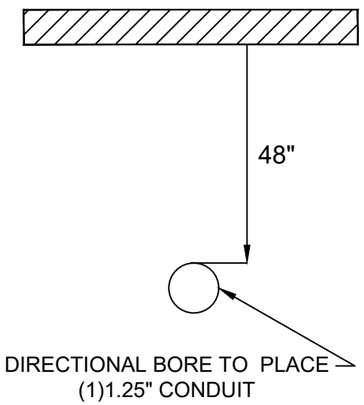
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 6 OF 8

CONSTRUCTION DETAILS

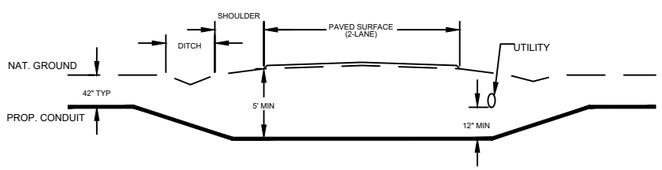
TYPICAL DETAIL "A"
TRENCH & PLACE CONDUIT



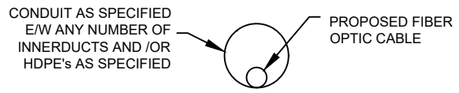
BORE DETAIL (PAVEMENT)



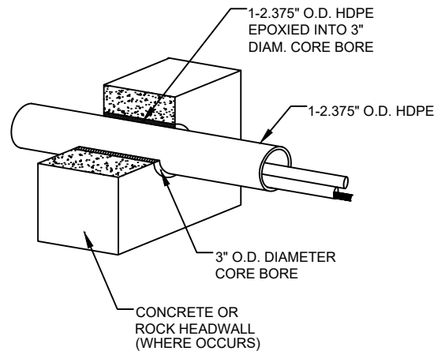
TYPICAL DETAIL "A"
TWO LANE - ASPHALT ROAD - NO CURB



TYPICAL DETAIL "B"
CROSS SECTION OF PROPOSED HDPE

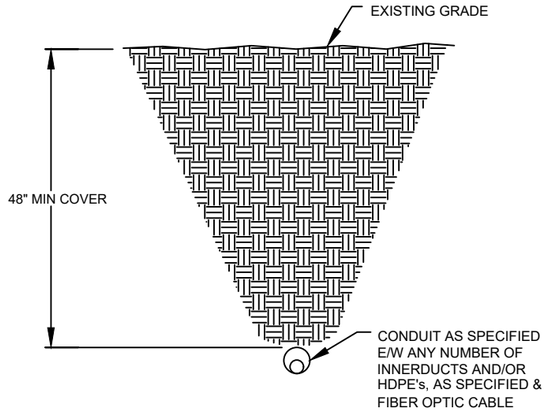


TYPICAL DETAIL "D"
3" CORE BORE



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

TYPICAL DETAIL "C"
DIRECTIONAL BORE CROSS SECTION FOR CONDUIT



HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
STEVENS RD - 5320504

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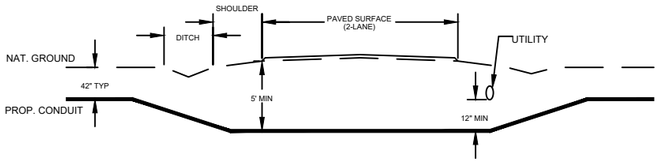
SCALE: 1:60	PHONE: 512-759-5352	PAGE: 7 OF 8

ROAD CROSSING DETAILS

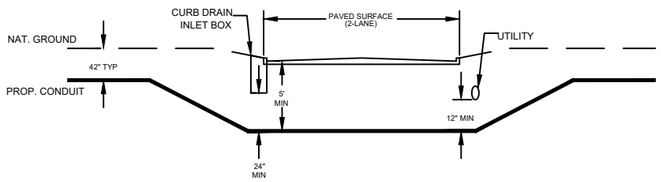
TYPICAL DETAIL "A"

TWO LANE - ASPHALT ROAD - NO CURB



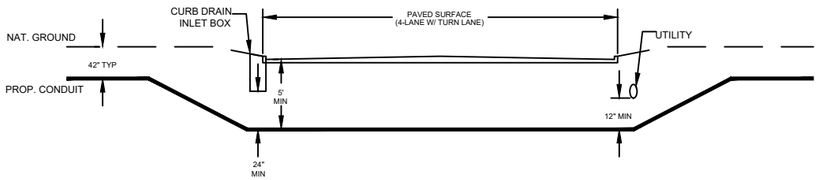
TYPICAL DETAIL "B"

TWO LANE - CURBED ROAD



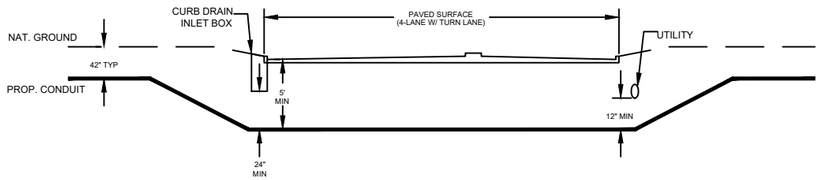
TYPICAL DETAIL "C"

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



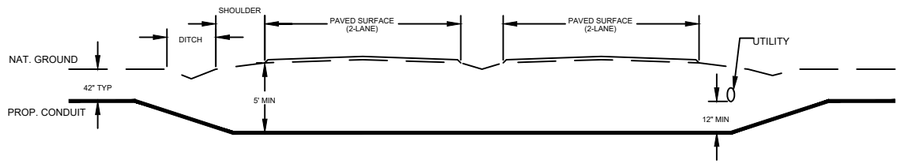
TYPICAL DETAIL "D"

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



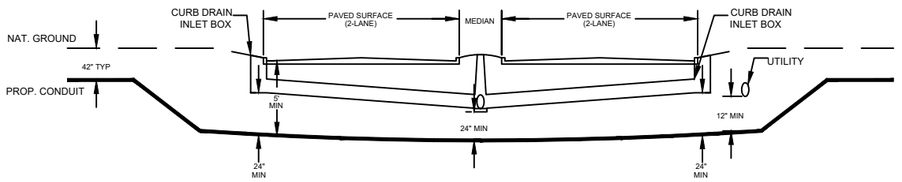
TYPICAL DETAIL "E"

4 LANE - SPLIT ASPHALT ROAD - NO CURB



TYPICAL DETAIL "F"

4 LANE - SPLIT CURBED ROAD



HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
STEVENS RD - 5320504

PROJECT NUMBER: 5320504		C.O. AREA: JOURDANTON EXCH. CODE: 70428
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SCALE: 1:60	PHONE: 325-944-9905	PAGE: 8 OF 8

Notice of Proposed Commercial Installation

Utility Line on Non-Controlled Access Roadway

Residential Use:____ **Commercial Use:____**
FEE:_____ **PAID:_____**

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

Date: 12/05/2025

Formal notice is hereby given that Frontier Communications
Company proposes to place a Place fiber optic by directional bore.
line within the right-of-way of Woodcrest in Precinct 2
Atascosa County, Texas as follows: (give location, length, general design, etc.)

*See Attached
Approx. .34 mi.
or 1809ft

(Please see attached map)
—Diagram Location

<— Surface Grade of Road —>

3' DEEP

" PVC casing with " PVC Service

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

1. The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Atascosa County Commissioners Court, and all governing laws, including but not limited to the "Federal Clean Water Act", the "Federal Endangered Species Act", and the "Federal Historic Preservation Act". Upon request by the County of Atascosa, proof of compliance with all governing laws, rules, and regulations will be submitted to the County of Atascosa before commencement of construction.

2. Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the area as indicated under "Re-vegetation Special Provisions".

3. Our firm will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devises* will be installed and maintained for the duration of this installation.

4. Our firm agrees to indemnify and hold Atascosa County, its officers, agents or employees, harmless from any personal injury, property damage or real property related claims against County, its officers, agents or employees, that result from Company's operations under this permit, or facilities installed under this permit, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE, OR NONCOMPLIANCE WITH A STATUTORY DUTY, OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.

5. The firm agrees to release the County, and any emergency services personnel operating on behalf of the County, from any and all claims for damages done to Company's property, during emergency operations.

6. The firm agrees to waive receipt of notice from the County, of routine maintenance operations in the right of way, or adjoining drainage easements, and to bear the cost of any additional fortifications, barriers, conduits, or

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

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

8. Construction of this line will begin on or after the 1 day of January , 20 26 .

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

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

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

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

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

OR

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

Proposed fiber optic is zero voltage.

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

N/A under # 9 _____ Is attached _____.

Will be submitted when received_____. (Check One)

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

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

OR

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

Proposed fiber optic is zero voltage.

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

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

(a) Firm shall at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.
(b) Firm shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.
(c) Firm shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

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

FIRM Housley Group on behalf of Frontier Communications

By (Print) Jeremiah Castillo

Signature Jeremiah Castillo

Title Project Coordinator

Address 3550 S Bryant Blvd

San Angelo, TX 76903

Phone No. 210-667-6241

Fax No

To: _____

Roadway Woodcrest
Beg. RM _____ Offset_____End RMOffset___
County Precincts No. 2 Atascosa County, Texas
Date: 12/05/2025

UTILITY PERMIT NO._____

The County of Atasocsa, Texas, offers no objection to the location on the right-or-way of your proposed

(Please see attached map)

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

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

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

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

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

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

- **General Special Provisions:**

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

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

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

County of Atascosa—Commissioners Court: DATE: _____

By: _____ _____
COUNTY JUDGE COMMISSIONER, PRECINCT No._____

COUNTY OF ATASCOSA

"LIST OF REQUIRED INFORMATION" FROM (TXDOT) "SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL"

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

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

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

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:
Mark Gillespie
830-569-2901
152 Ben Parker
Pleasanton, TX 78064

Precinct 2 Commissioner:
Mark Bowen
830-742-3946
1625 FM 3175
Lytle, TX 78052

Precinct 3 Commissioner:
George "Butch" Pawelek
830-277-1213
76 Yule Ave
Charlotte, TX 78011

Precinct 4 Commissioner:
Joseph Eustace
830-569-1147
384 Shale Rd
Pleasanton, TX 78064

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

ATASCOSA COUNTY
JOURDANTON, TX
5320504
WOODCREST RD

VICINITY MAP

SHEET INDEX

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

CONTACT SHEET

FRONTIER COMMUNICATIONS

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

CONSTRUCTION:
NAME BRIAN GOODEM - (951) 204-4961
EMAIL: brian.l1.gooden@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

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

ENGINEERING CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

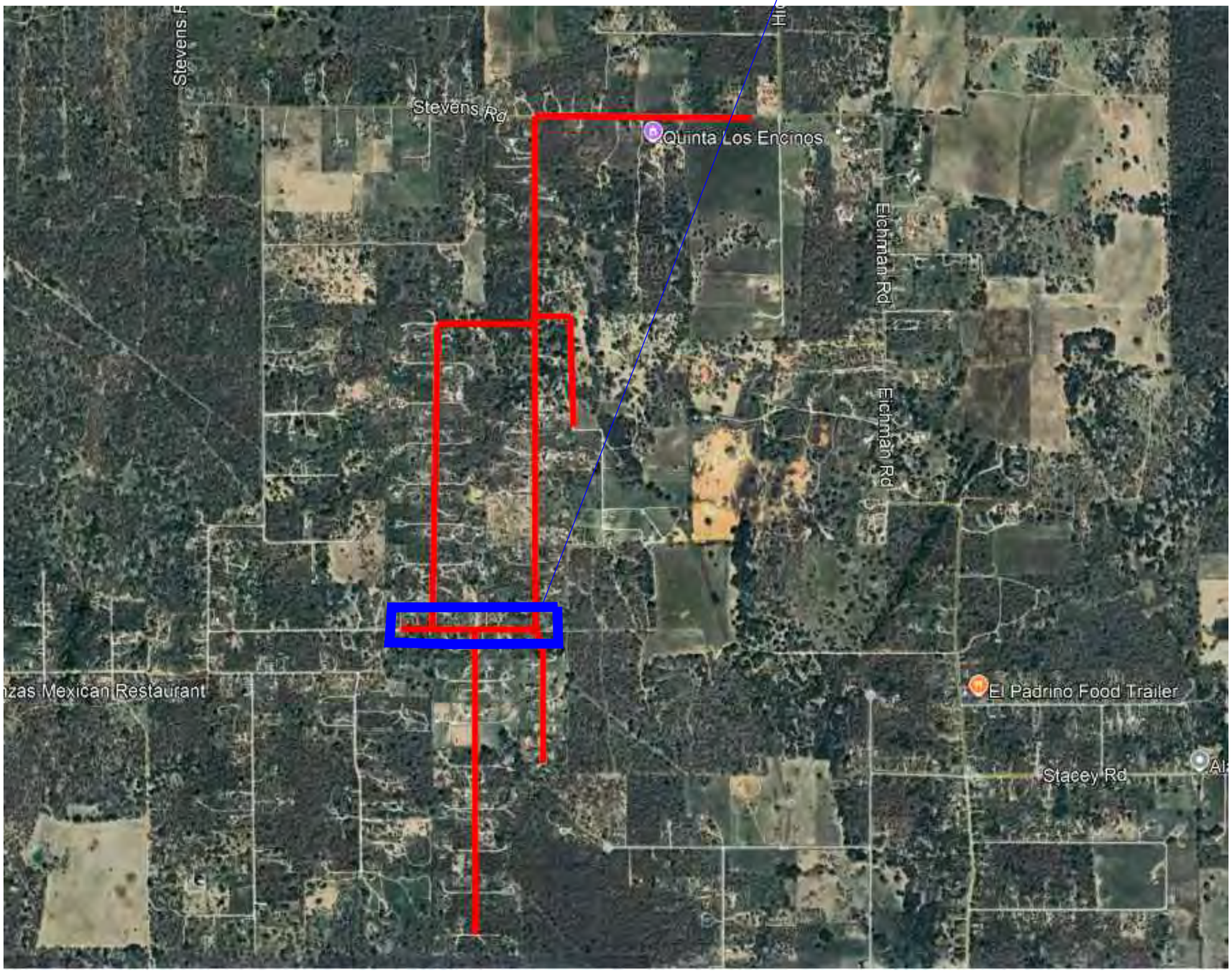
HOUSLEY GROUP

FRONTIER

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: 512-759-5352	PAGE: i OF 8

LOCATION MAP



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FRONTIER

ATASCOSA COUNTY
WOODCREST RD - 5320504

PROJECT NUMBER: 5320504		C.O. AREA: JOURDANTON EXCH. CODE: 70428
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SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

Texas 811

Know what's below.
Call before you dig.

1254 LOT A

1254 UNIT 2

1145

1297

1329

1366

1361 TRLR 1

75

SEE SHEET 2

MARBACH RD

WOODCRESTRD

EOP

30'

60'

27'

3'

(1)(1.25)

FP

BP

PLACE 11"X11" FP

158' BORE 1-1.25" DUCT

344' BORE 1-1.25" DUCT

START PROJECT ON WOODCREST RD
29.152569°,-98.646041°
PLACE 3'X3'X3' BP

FUTURE LOT

GAS PIPELINE

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'

0 60 120

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
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Texas 811

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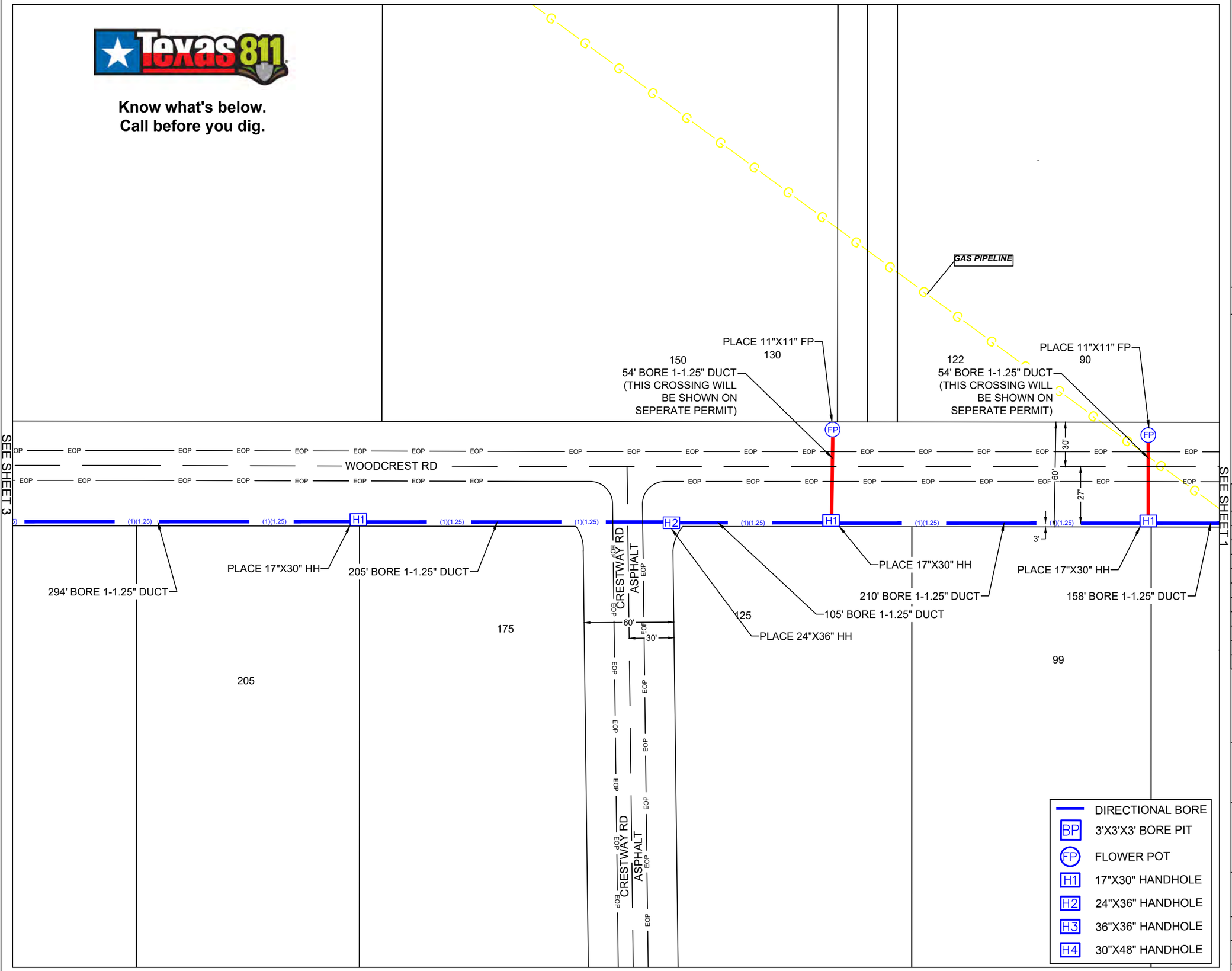

N

SCALE: 1"= 60'

0 60 120

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Texas 811

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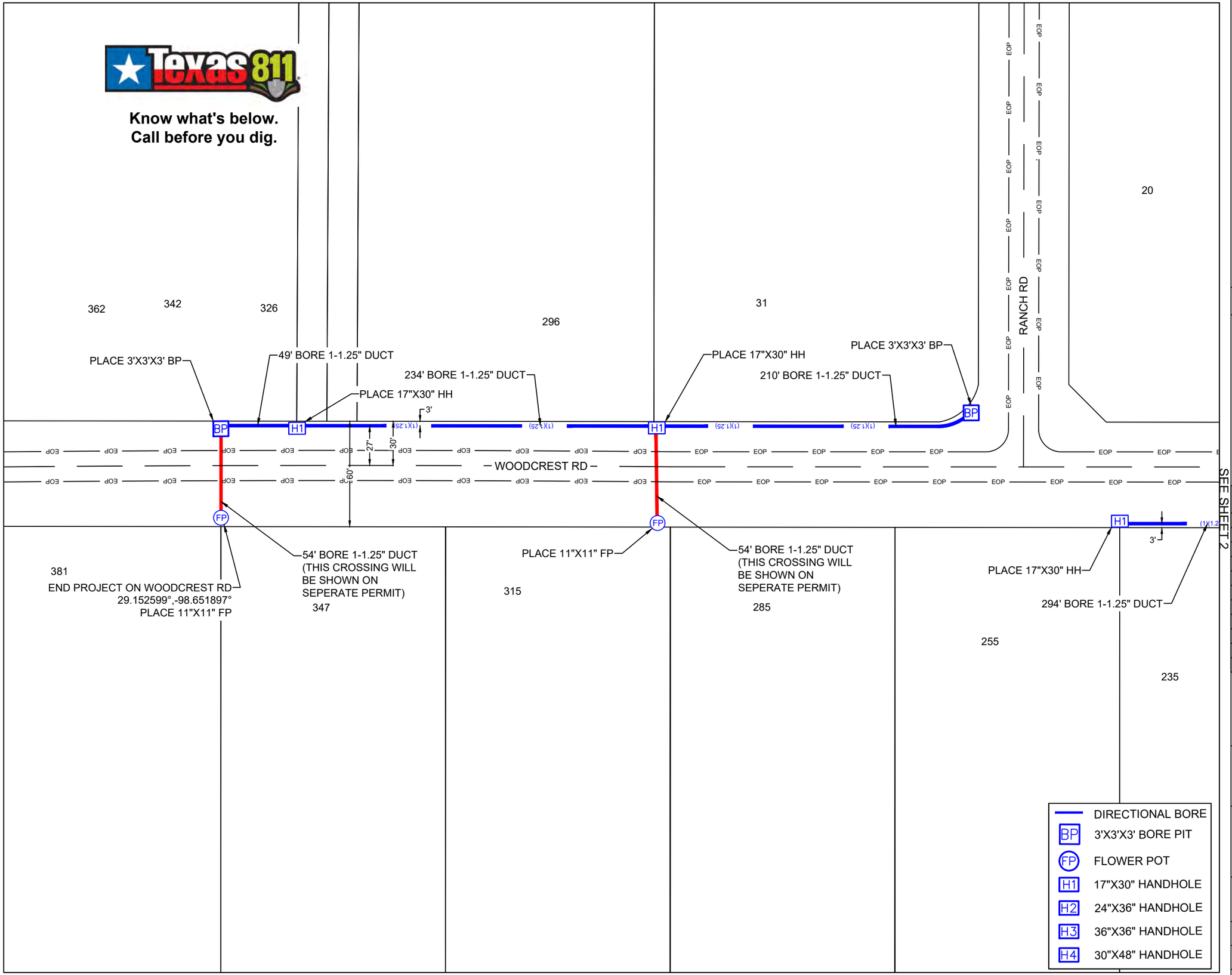

N

SCALE: 1"= 60'

0 60 120

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UNITS / ACCT CODES

HOUSLEY GROUP

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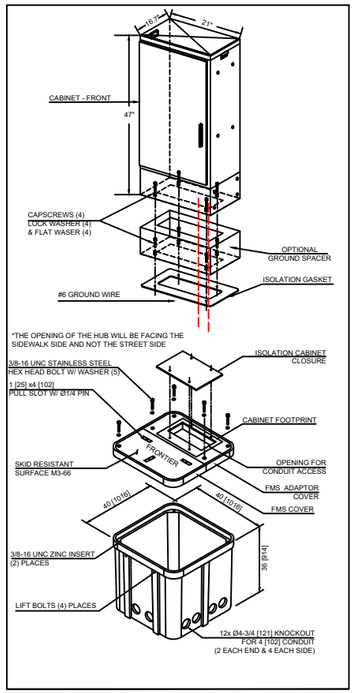
LEGEND AND DETAILS

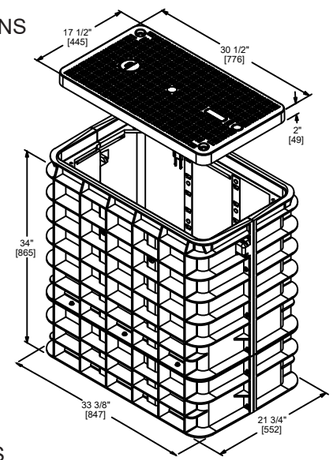
3'X3'X3' BORE PIT	BP
11"X11"FLOWER POT	FP
17"X30" HANDHOLE	H1
24"X36" HANDHOLE	H2
36"X36" HANDHOLE	H3
30"X48" HANDHOLE	H4
BORING UNDER ROAD	
EXISTING CABLE	
PROP (1)(1.25) DUCT	(1)(1.25) (1)(1.25)
PROP (2)(1.25) DUCT	(2)(1.25) (2)(1.25)
PROP (1)(1.50) DUCT	(1)(1.50) (1)(1.50)
PROP (2)(1.50) DUCT	(2)(1.50) (2)(1.50)
RIGHT OF WAY	
CENTER LINE	
EDGE OF PAVEMENT	EOP EOP EOP EOP



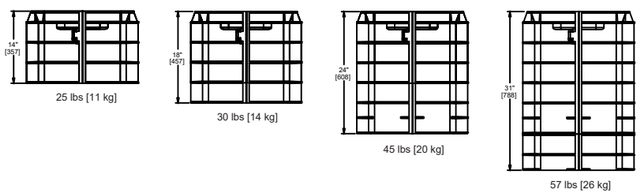
HUB DETAIL

17X30 BODY SPECIFICATIONS

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

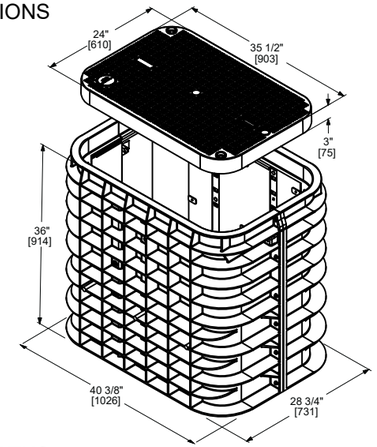


ADDITIONAL BODY DEPTHS



2X3 BODY SPECIFICATIONS

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

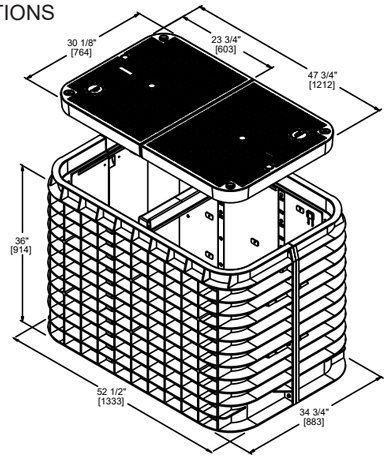


ADDITIONAL BODY DEPTHS

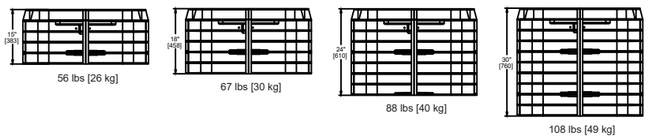
32 lbs [14 kg]
40 lbs [18 kg]
55 lbs [25 kg]
71 lbs [32 kg]

3X5 BODY SPECIFICATIONS

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



ADDITIONAL BODY DEPTHS



FRONTIER

ATASCOSA COUNTY
WOODCREST RD - 5320504

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GENERAL NOTES

FRONTIER COMMUNICATION CONSTRUCTION SPECIFICATIONS

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
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CONTACT SHEET

FRONTIER COMMUNICATIONS

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

CONSTRUCTION:
NAME BRIAN GOODEM - (951) 204-4961
EMAIL: brian.l1.gooden@ftr.com

CONSTRUCTION CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

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

ENGINEERING CONTRACTOR

NAME OF FIRM: HOUSLEY GROUP

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

CITY GOVERNMENT

NAME
ROLE/DESIGNATION PH#
EMAIL:

COUNTY GOVERNMENT

NAME
ROLE/DESIGNATION PH#
EMAIL:

STATE GOVERNMENT

TXDOT
Utility Coordinator

RAILROADS

BNSF

Permit Service
Address:

Manager Permits
Name
PH#
Email:

BNSF CALL BEFORE YOU DIG
PH#

BNSF EMERGENCY RAILROADS
PH#

UPRR

Manager UPRR Real Estate Name:
Address: UPRR CALL BEFORE
YOU DIG PH# UPRR
EMERGENCY RAILROADS PH#

UTILITIES

TEXAS ONE CALL SYSTEM (UTILITY LOCATED)	PH#
PUBLIC WORKS	PH#
STREET AND MAINTENANCE	PH#
GAS	PH#
SBC	PH#
ELECTRIC	PH#
WATER	PH#

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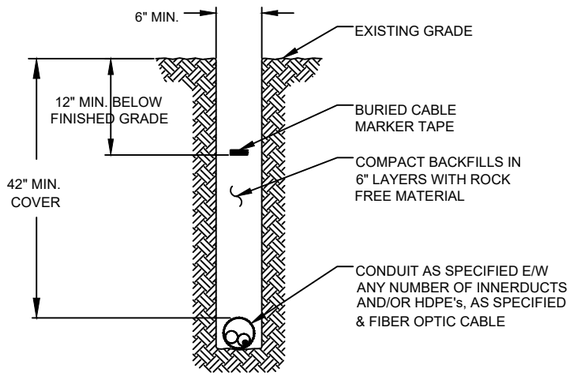
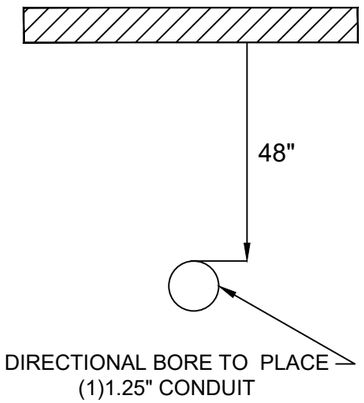
CONSTRUCTION DETAILS

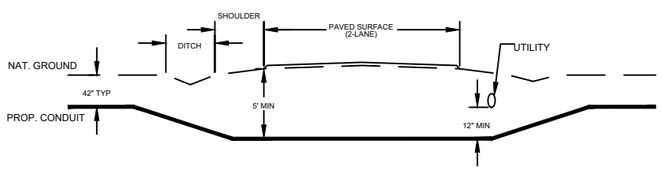
TYPICAL DETAIL "A"
TRENCH & PLACE CONDUIT



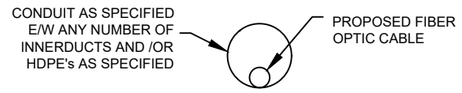
BORE DETAIL (PAVEMENT)



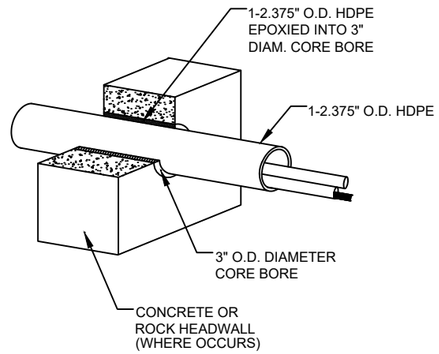
TYPICAL DETAIL "A"
TWO LANE - ASPHALT ROAD - NO CURB



TYPICAL DETAIL "B"
CROSS SECTION OF PROPOSED HDPE

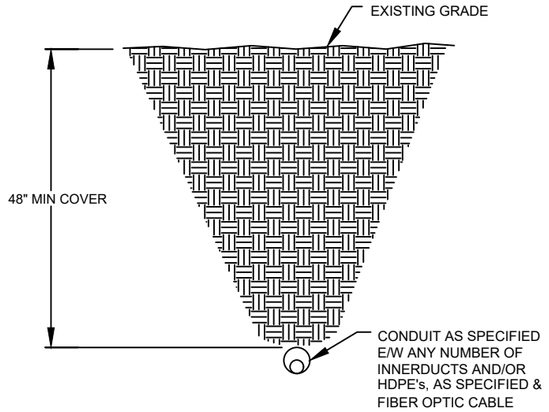


TYPICAL DETAIL "D"
3" CORE BORE



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

TYPICAL DETAIL "C"
DIRECTIONAL BORE CROSS SECTION FOR CONDUIT



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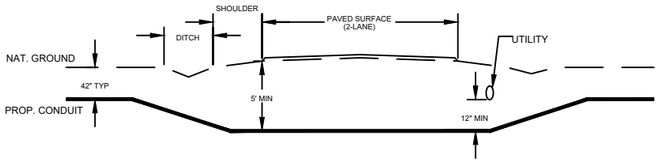
ROAD CROSSING DETAILS

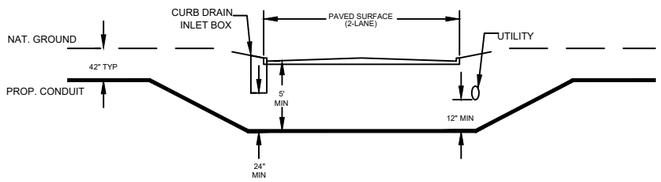
TYPICAL DETAIL "A"

TWO LANE - ASPHALT ROAD - NO CURB



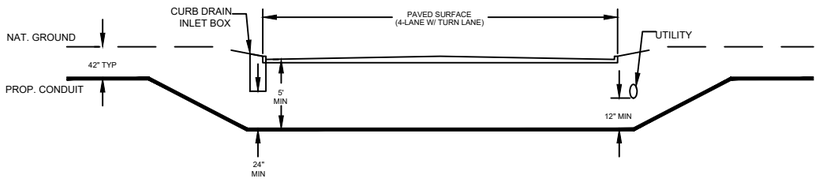
TYPICAL DETAIL "B"

TWO LANE - CURBED ROAD



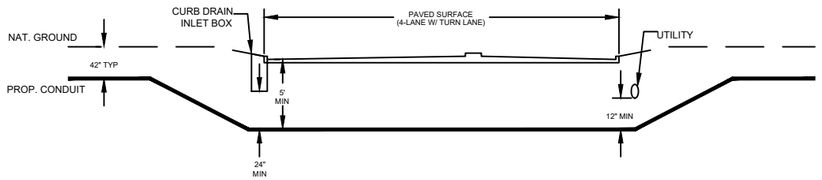
TYPICAL DETAIL "C"

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



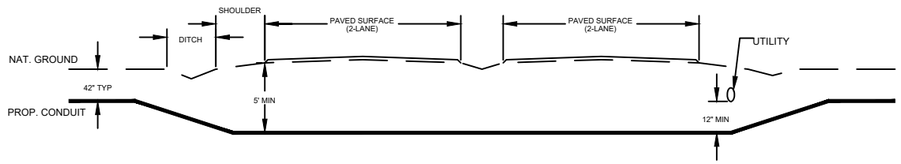
TYPICAL DETAIL "D"

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



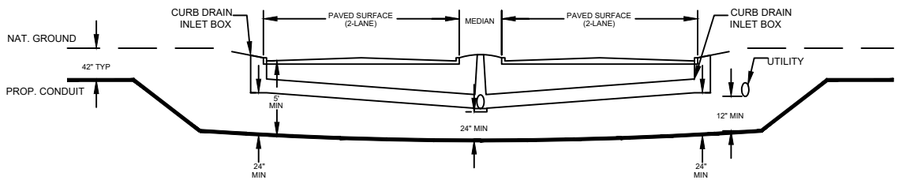
TYPICAL DETAIL "E"

4 LANE - SPLIT ASPHALT ROAD - NO CURB



TYPICAL DETAIL "F"

4 LANE - SPLIT CURBED ROAD



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AGENDA REQUEST
(GENERAL)

Agenda Item 22.

Meeting Date:	01/26/2026
Item Title:	Road Bore - Frontier Communications
Submitted For:	Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Rural Development:

Discuss and/or take appropriate action concerning the Road Bore Permits for Frontier Communications in Precinct 2 for the following roads:

- Crestway Rd. Crossing #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12
- Marbach Rd. Crossing #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15, #16, #17, #18, #19, #20, #21, #22, #23
- Ranch Rd. Crossing #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15
- Stevens Rd. Crossing #1, #2, #3, #4, #5
- Woodcrest Dr. Crossing #1, #2, #3, #4

ATTACHMENTS

Frontier Road Bore Permits

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

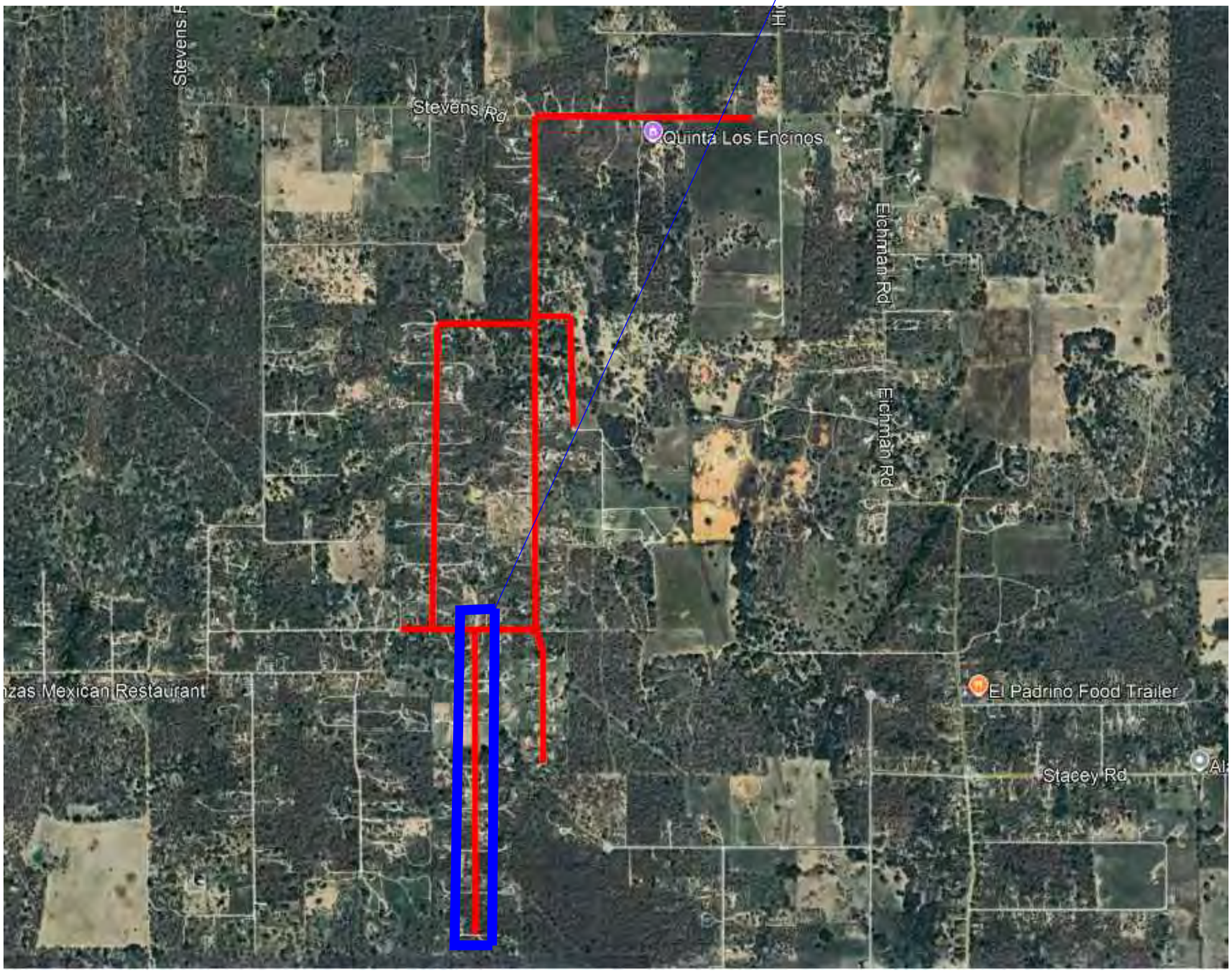
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

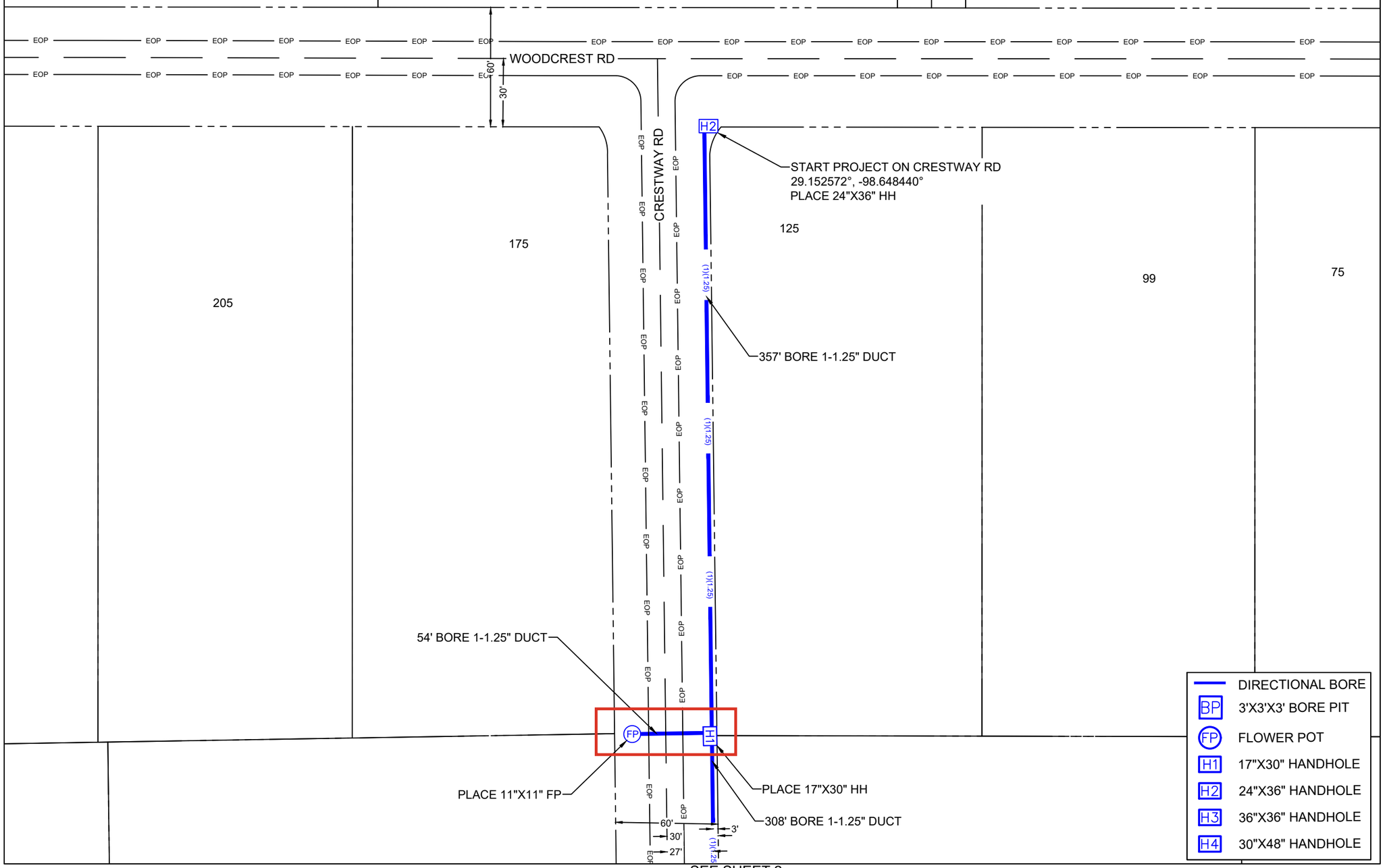
FRONTIER

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

Texas 811

Know what's below.
Call before you dig.



SEE SHEET 2

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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

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 #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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

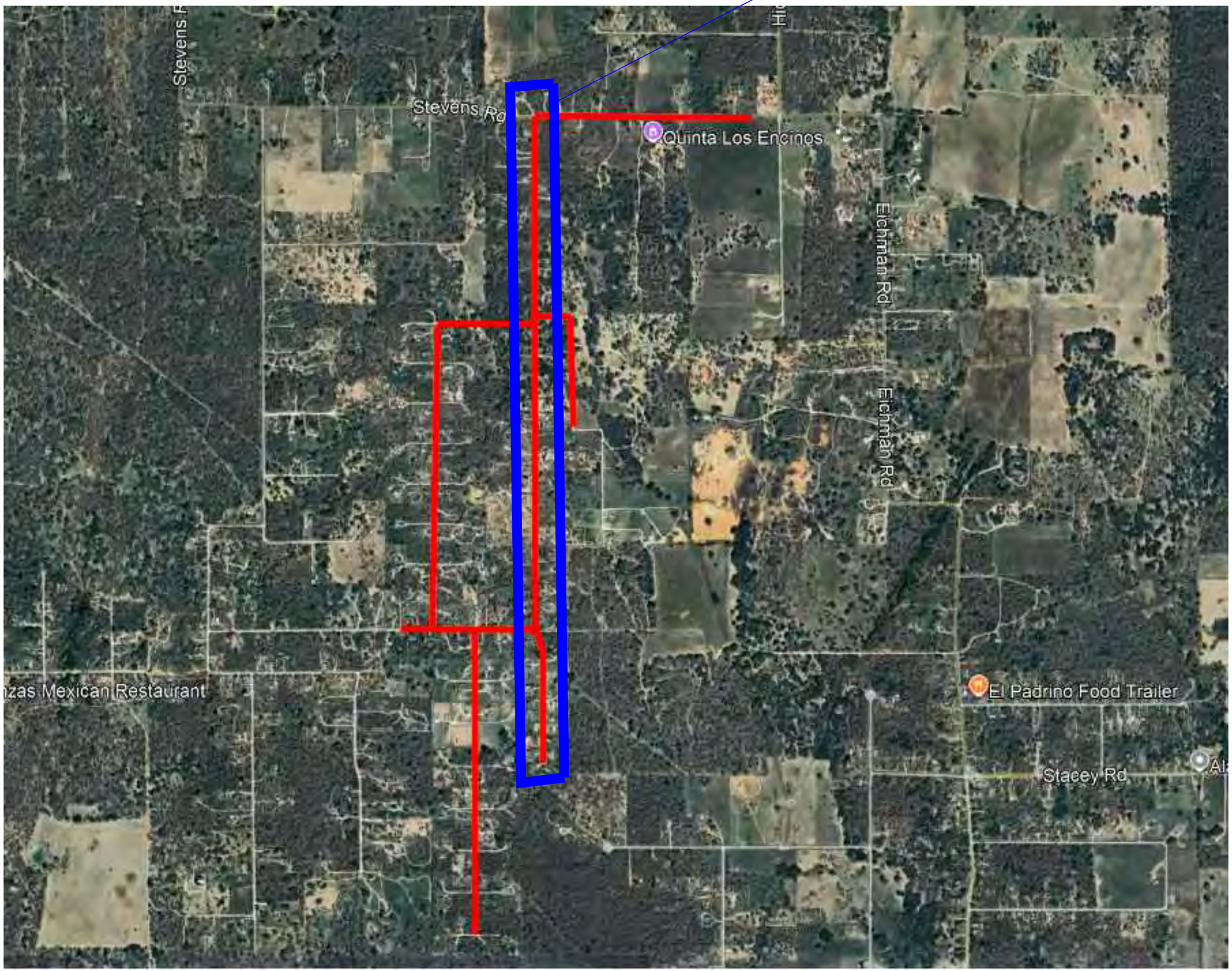
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

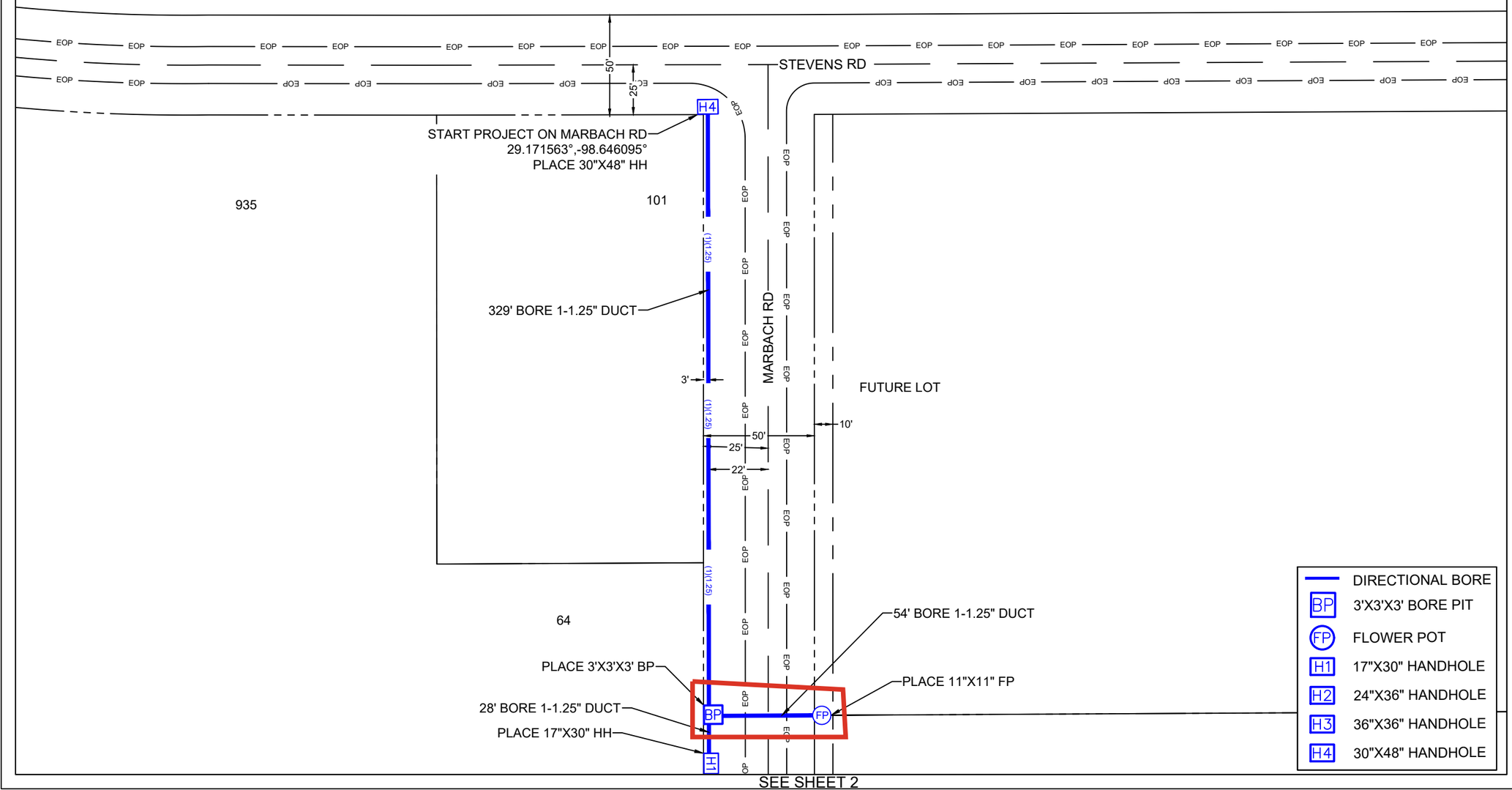
ATASCOSA COUNTY
MARBACH RD - 5320504

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

Know what's below.
Call before you dig.

623 UNIT 1

623 UNIT 2



N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
MARBACH RD - 5320504

PROJECT NUMBER: 5320504		C.O. AREA: JOURDANTON EXCH. CODE: 70428
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SCALE: 1:60	PHONE: 512-759-5352	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 #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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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

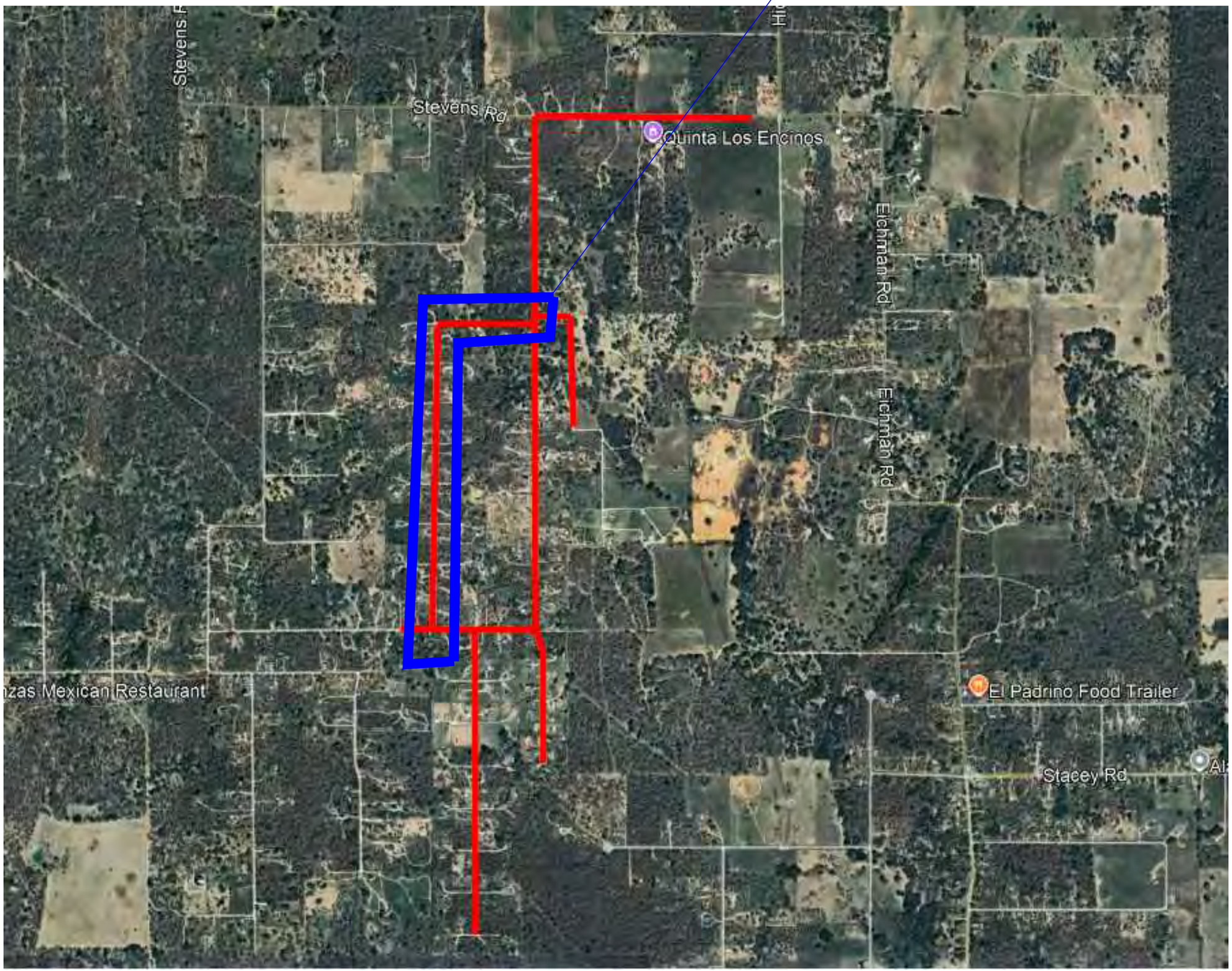
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



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HOUSLEY GROUP

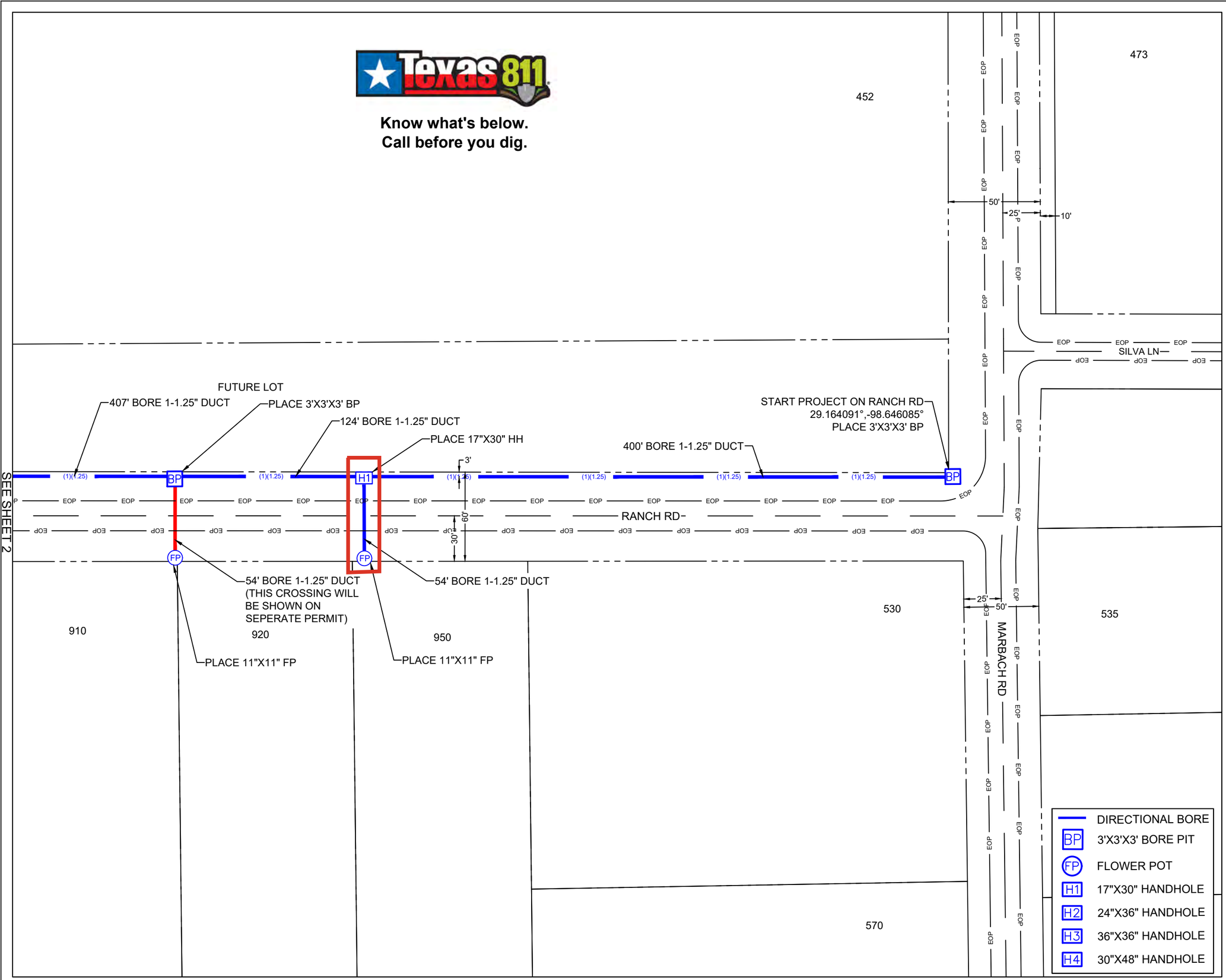
FRONTIER

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: 325-944-9905	PAGE: 1 OF 13

Texas 811

Know what's below.
Call before you dig.



N

SCALE: 1"= 60'

0 60 120

SPECIAL NOTES

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UNITS / ACCT CODES

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ATASCOSA COUNTY
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INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:
APPLICATION FEE: $500.00
COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: $32.00
AMENDMENT OF PERMIT: $250.00
EACH 6 MONTH EXTENSION OF PERMIT: $ 200.00
PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: $5000.00

Stevens 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.

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IV.

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

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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.

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X.

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson

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

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

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

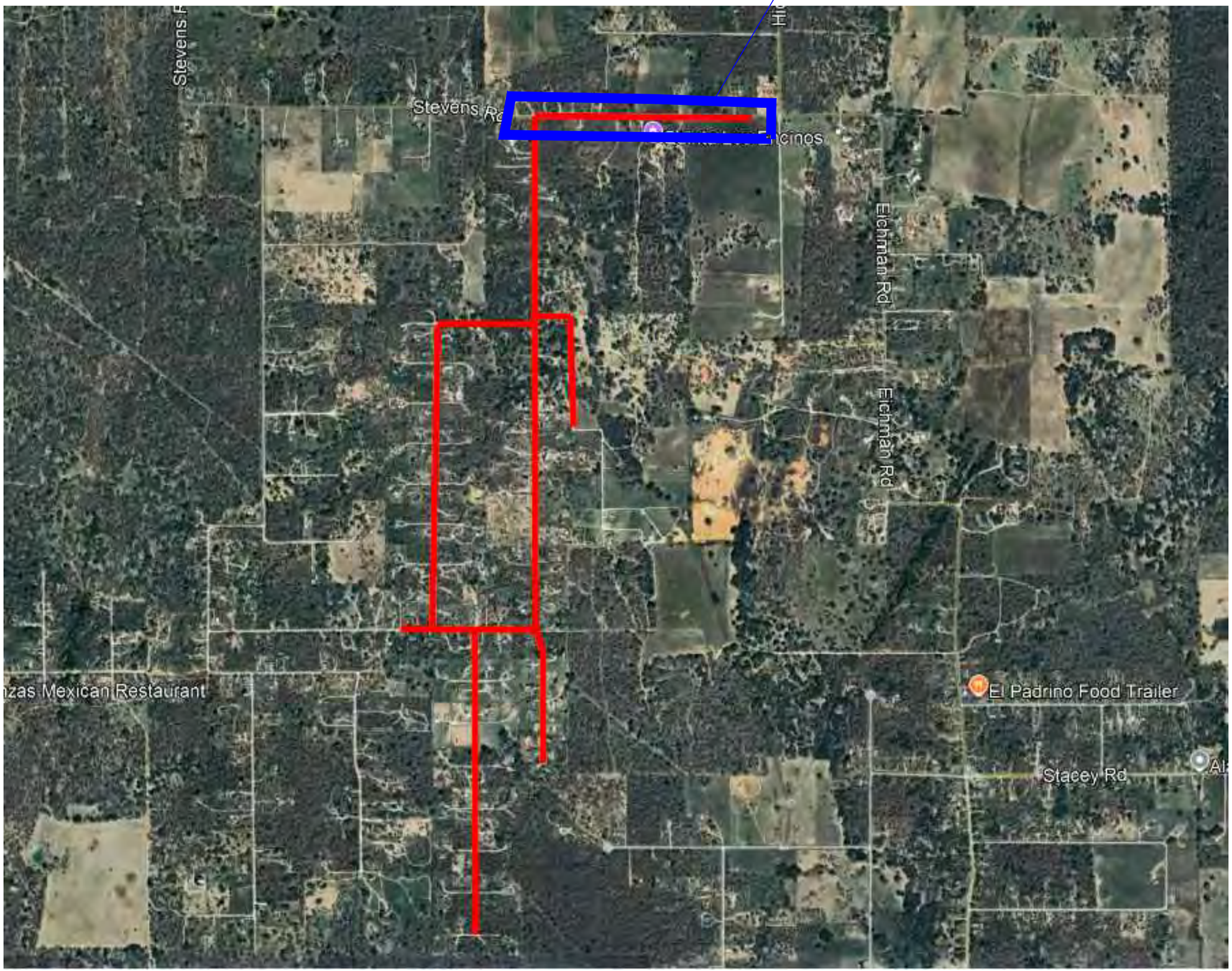
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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: 325-944-9905	PAGE: 1 OF 8

Texas 811

Know what's below.
Call before you dig.

623 UNIT 2

623 UNIT 3

PLACE 11"X11" FP

44' BORE 1-1.25" DUCT

PLACE 3'X3'X3' BP

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

452' BORE 1-1.25" DUCT

561' BORE 1-1.25" DUCT

PLACE 17"X30" HH

STEVENS RD

PLACE 30"X48" HH

5' BORE 1-1.25" DUCT

142' BORE 1-1.25" DUCT

101

START PROJECT ON STEVENS RD
29.171564°,-98.646589°
PLACE 36"X36" HH

MARBACH RD

FUTURE LOT

SEE SHEET 2

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'

0 60 120

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

FRONTIER

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

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

Woodcrest Dr - 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

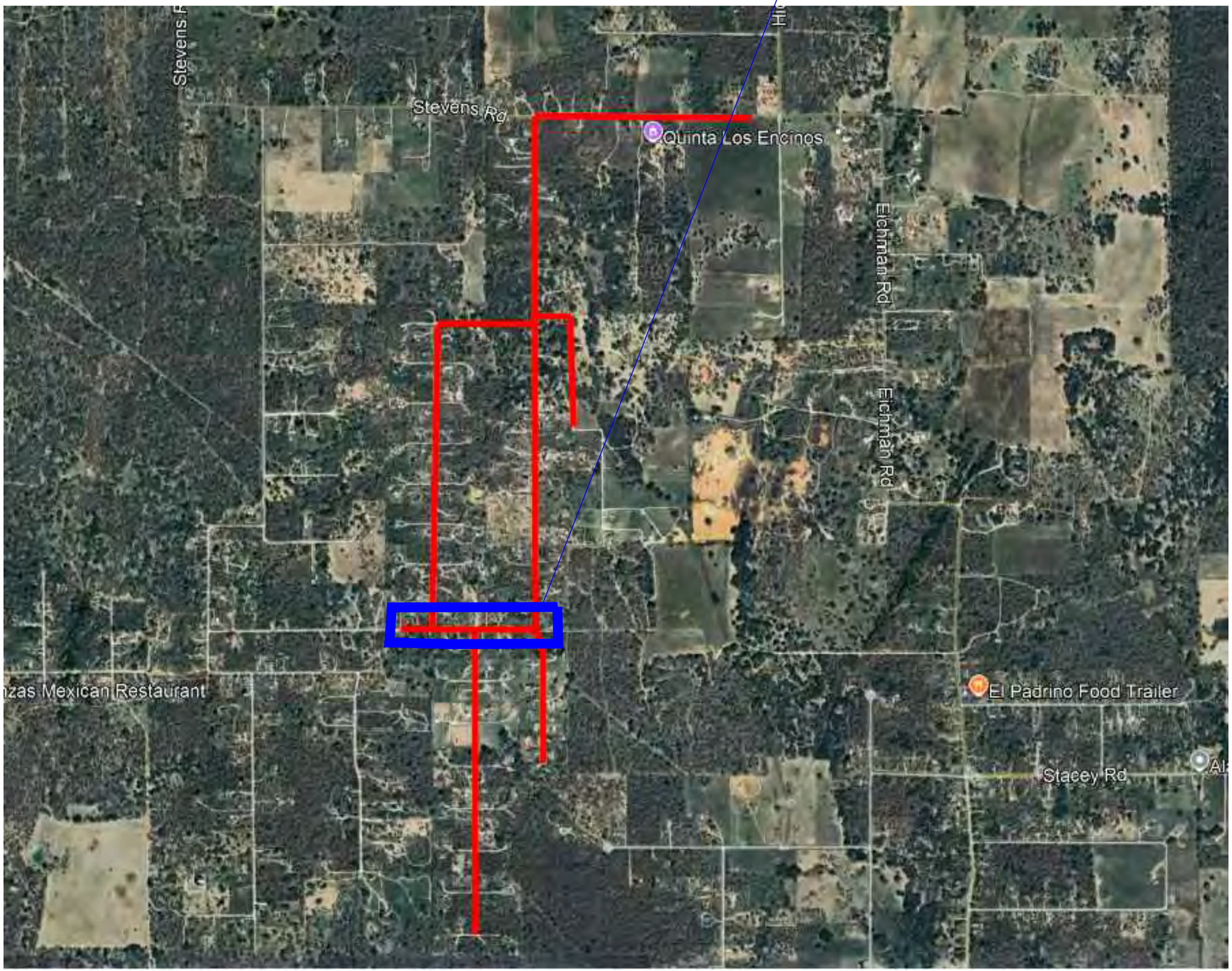
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



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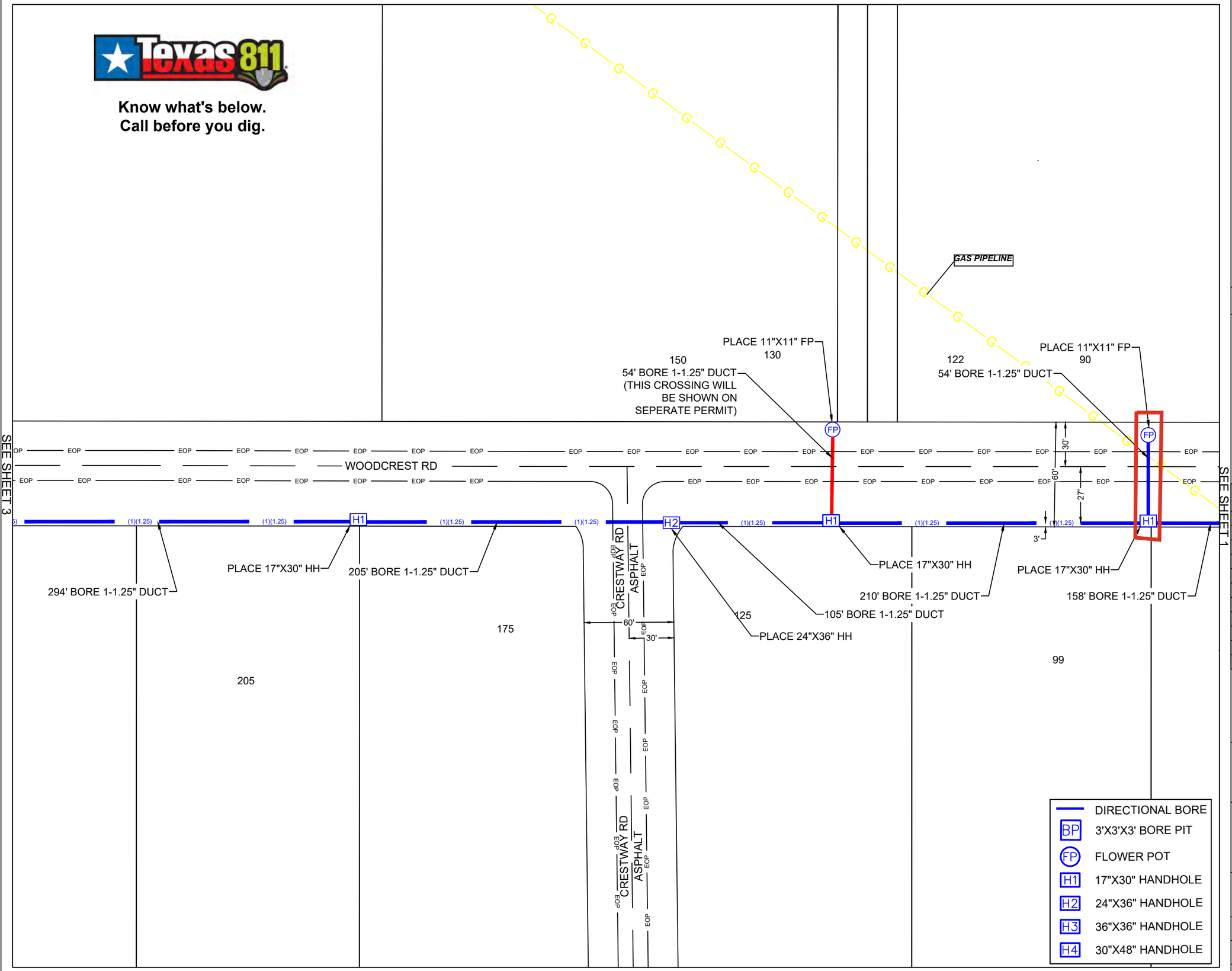
FRONTIER

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: 1 OF 8

Texas 811

Know what's below.
Call before you dig.



N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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: 512-759-5352	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

Crestway - 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

TRACI R MIDDLETON
My Notary ID # 126902627
Expires May 18, 2029

**********FOR COUNTY USE ONLY**********

County Road: _____ **Comm. Pct. No.:**_____ **Dia. Line** ____

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

By: _____ Weldon P. Cude, **Atascosa County Judge**

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

MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

$500 FOR BORE CROSSING APPLICATION

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

95 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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

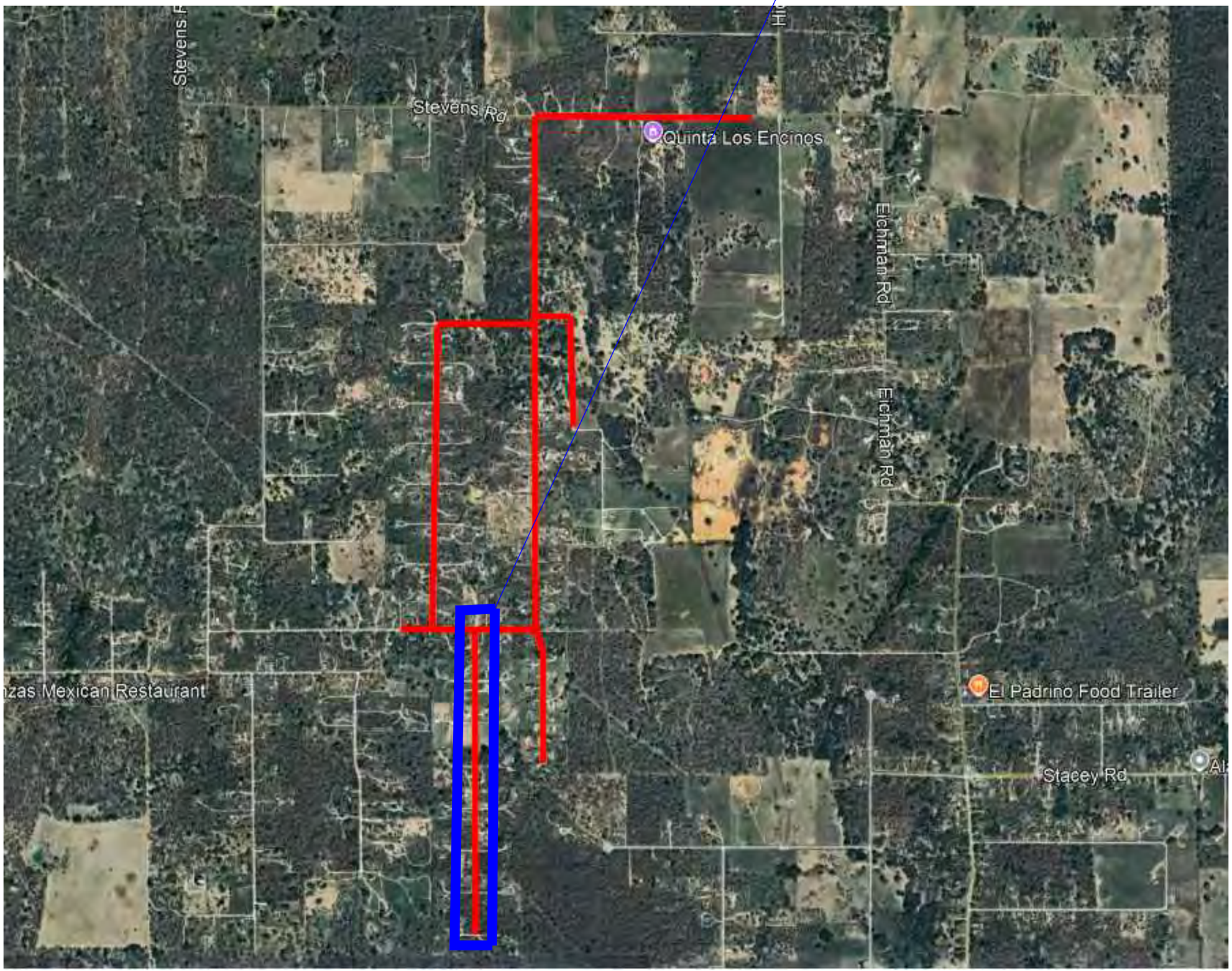
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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

SEE SHEET 1

Texas 811

Know what's below.
Call before you dig.

100

111

110

95

160

155

145

215

190

CRESTWAY RD

EOP

EOP

EOP

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 - 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

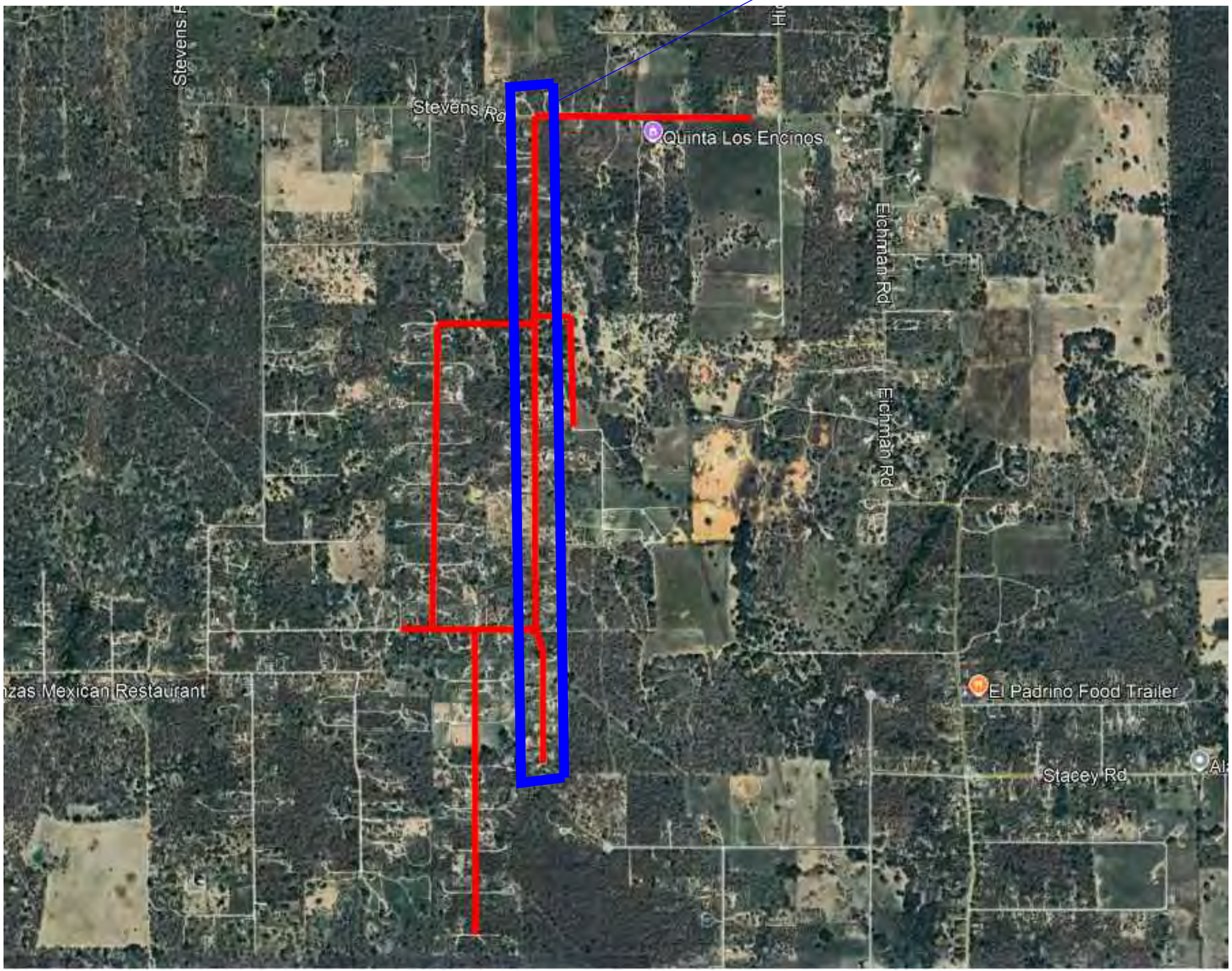
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 2

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

MARBACH RD

248

250

50'

25'

32'

3'

10'

FUTURE LOT

(1) 1.25

EOP

FP

H4

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 4

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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

TRACI R MIDDLETON
My Notary ID # 126902627
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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

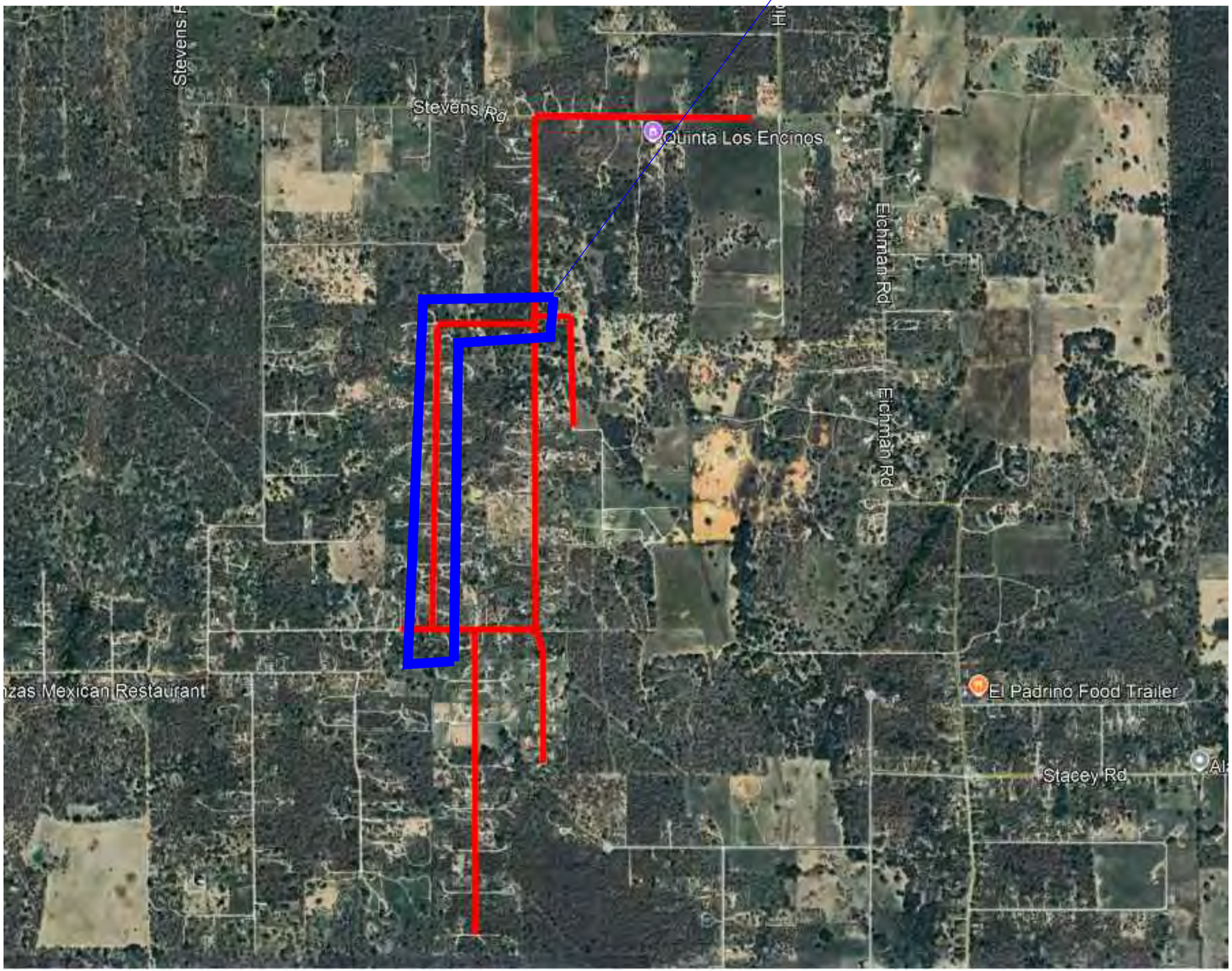
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

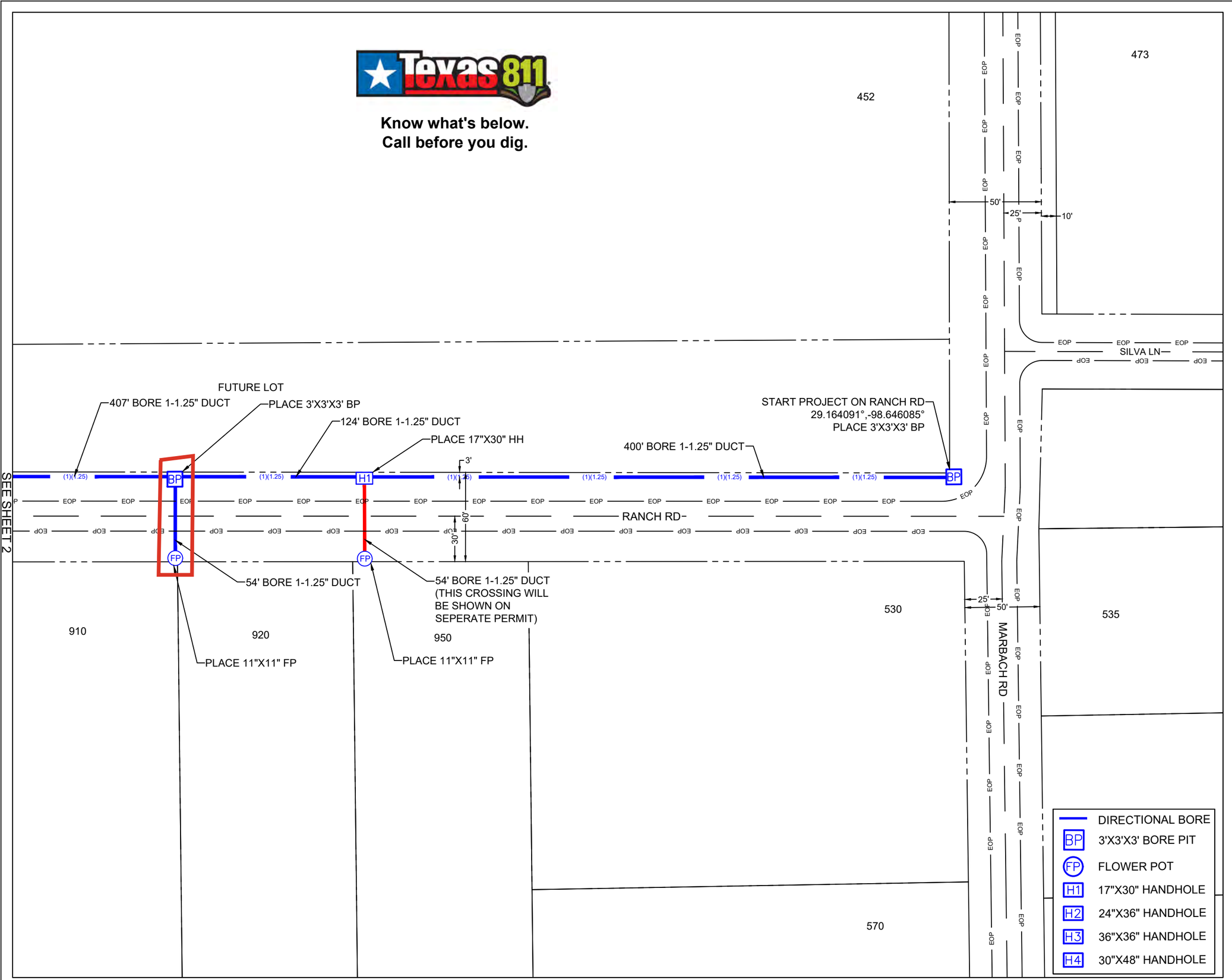
HOUSLEY GROUP

FRONTIER

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: 325-944-9905	PAGE: 1 OF 13

Know what's below.
Call before you dig.



N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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: 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

Stevens 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

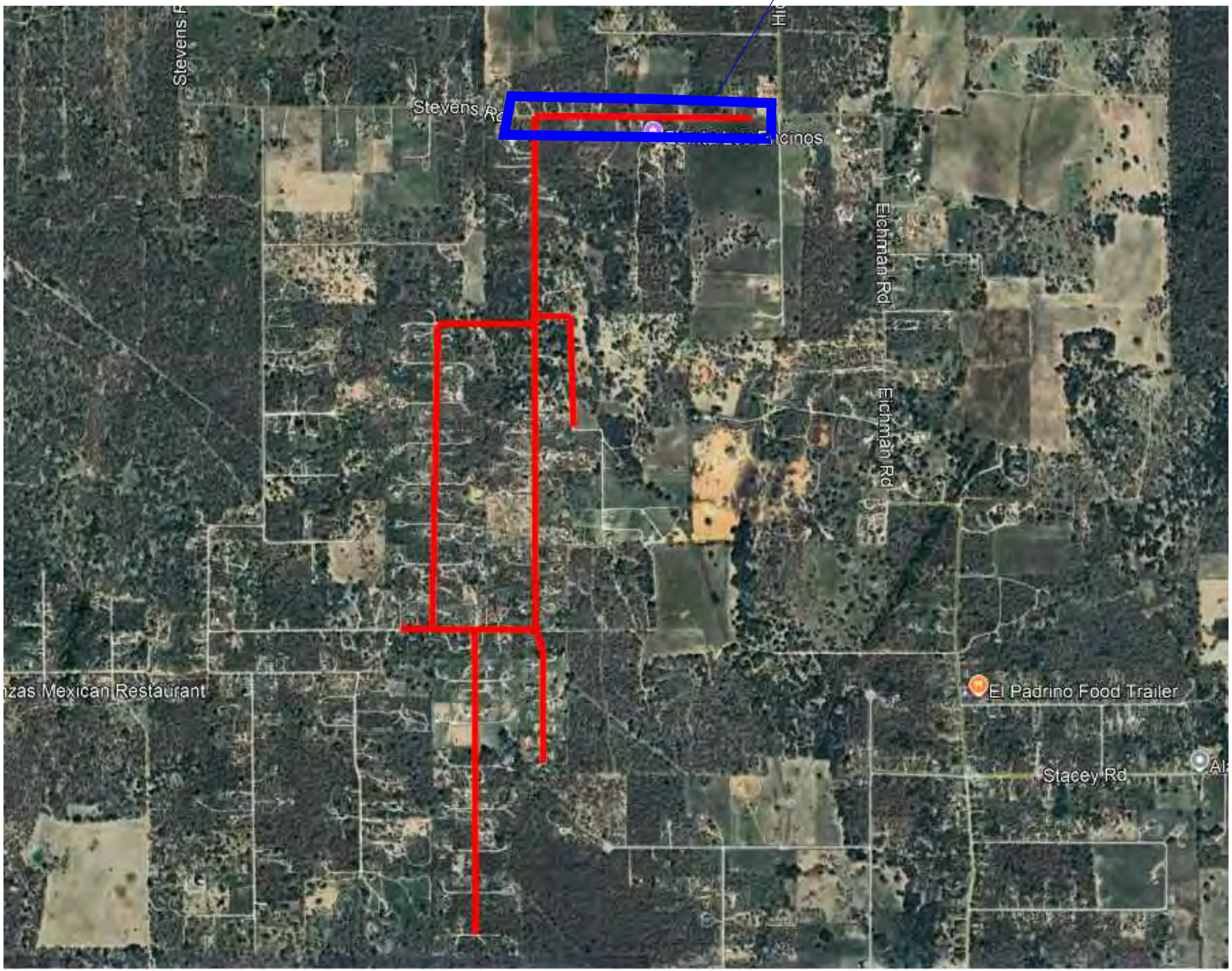
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
STEVENS RD - 5320504

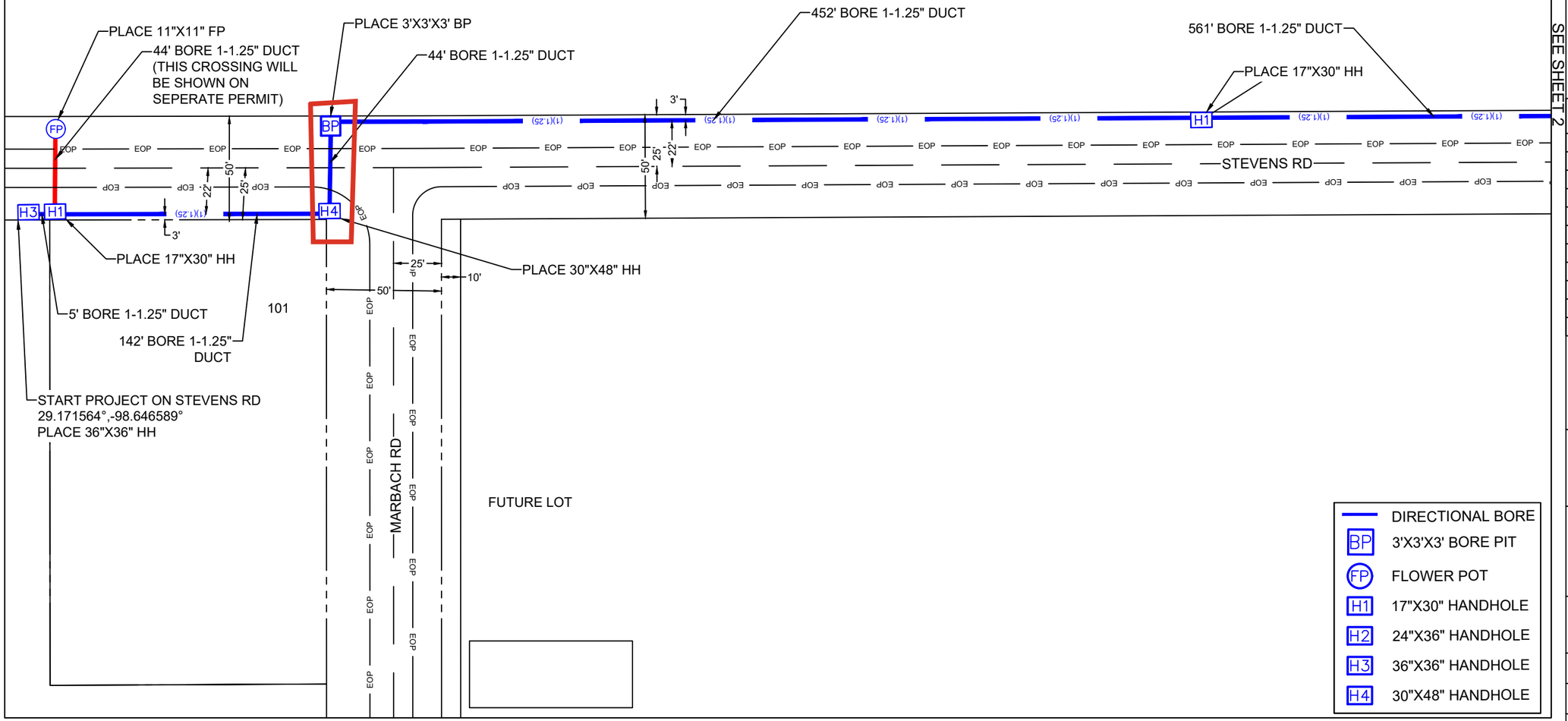
PROJECT NUMBER: 5320504		C.O. AREA: JOURDANTON EXCH. CODE: 70428
DRAWN DATE: 9/20/2025	ENGR: JEFF GOFF	CNTY: ATASCOSA FILE: STEVENS RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

Texas 811

Know what's below.
Call before you dig.

623 UNIT 2

623 UNIT 3



SEE SHEET 2

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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

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

Woodcrest Dr - 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

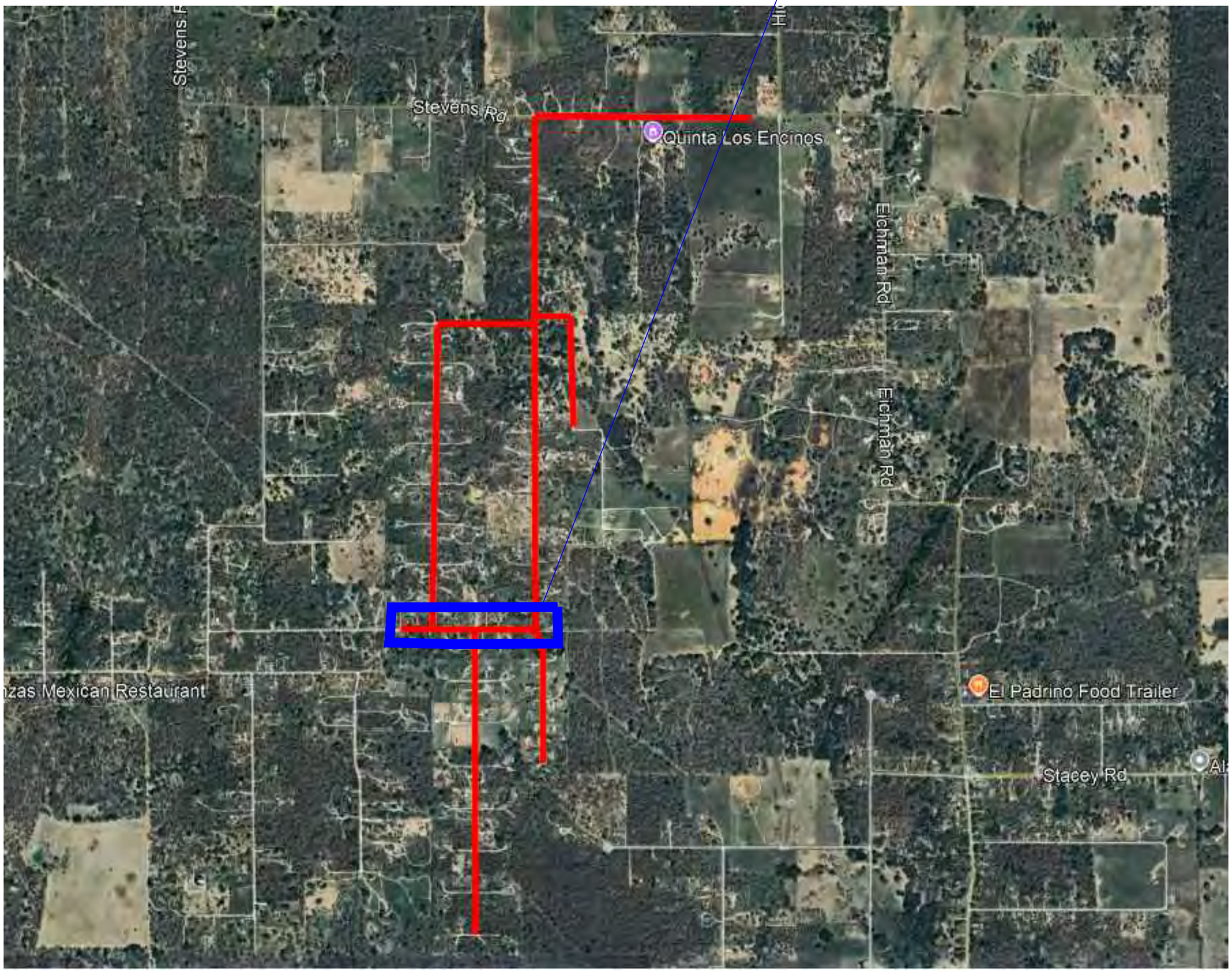
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

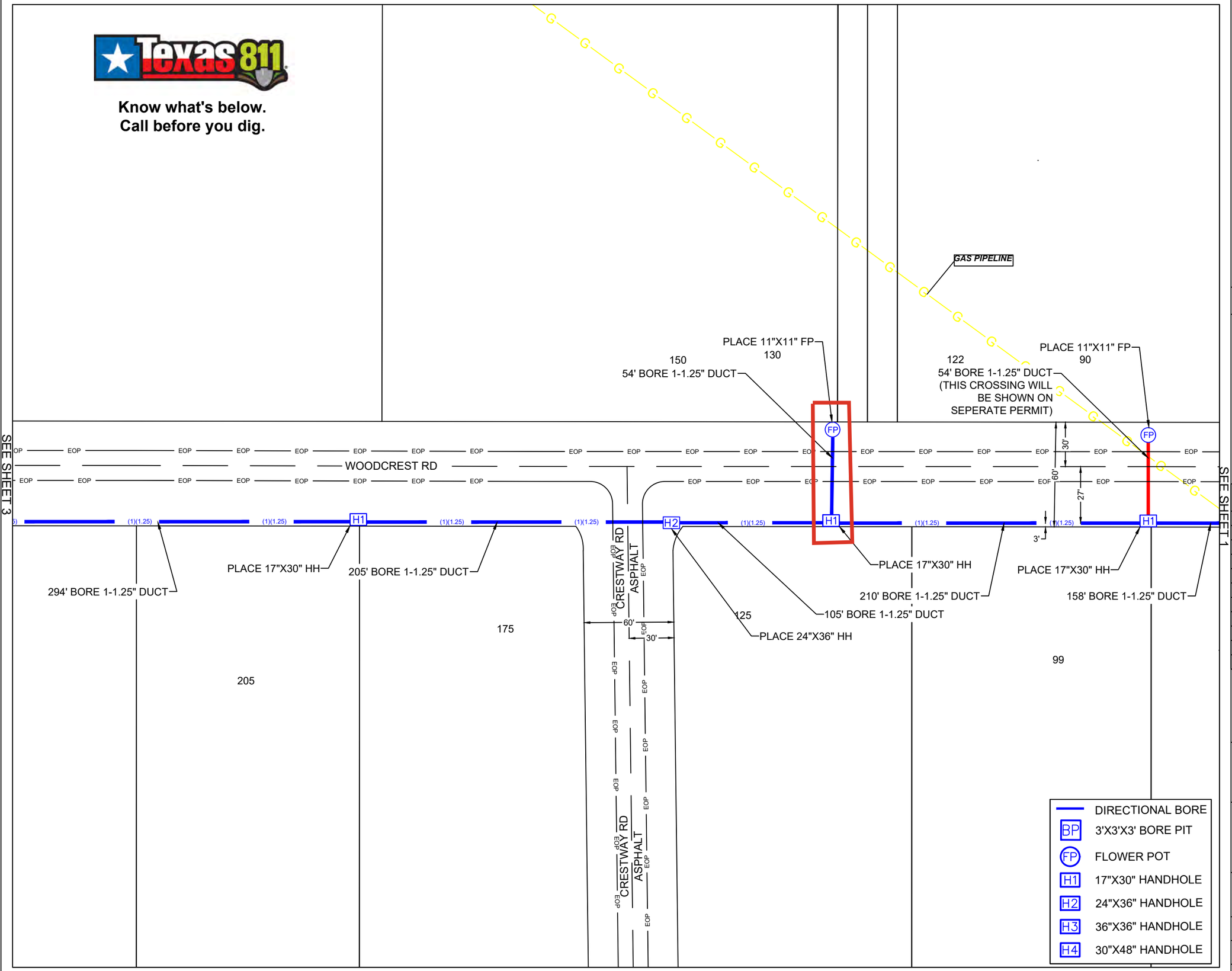
FRONTIER

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: 1 OF 8

Texas 811

Know what's below.
Call before you dig.



N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
WOODCREST RD - 5320504

PROJECT NUMBER: 5320504		C.O. AREA: JOURDANTON EXCH. CODE: 70428
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INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:
APPLICATION FEE: $500.00
COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: $32.00
AMENDMENT OF PERMIT: $250.00
EACH 6 MONTH EXTENSION OF PERMIT: $ 200.00
PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: $5000.00

Crestway - 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

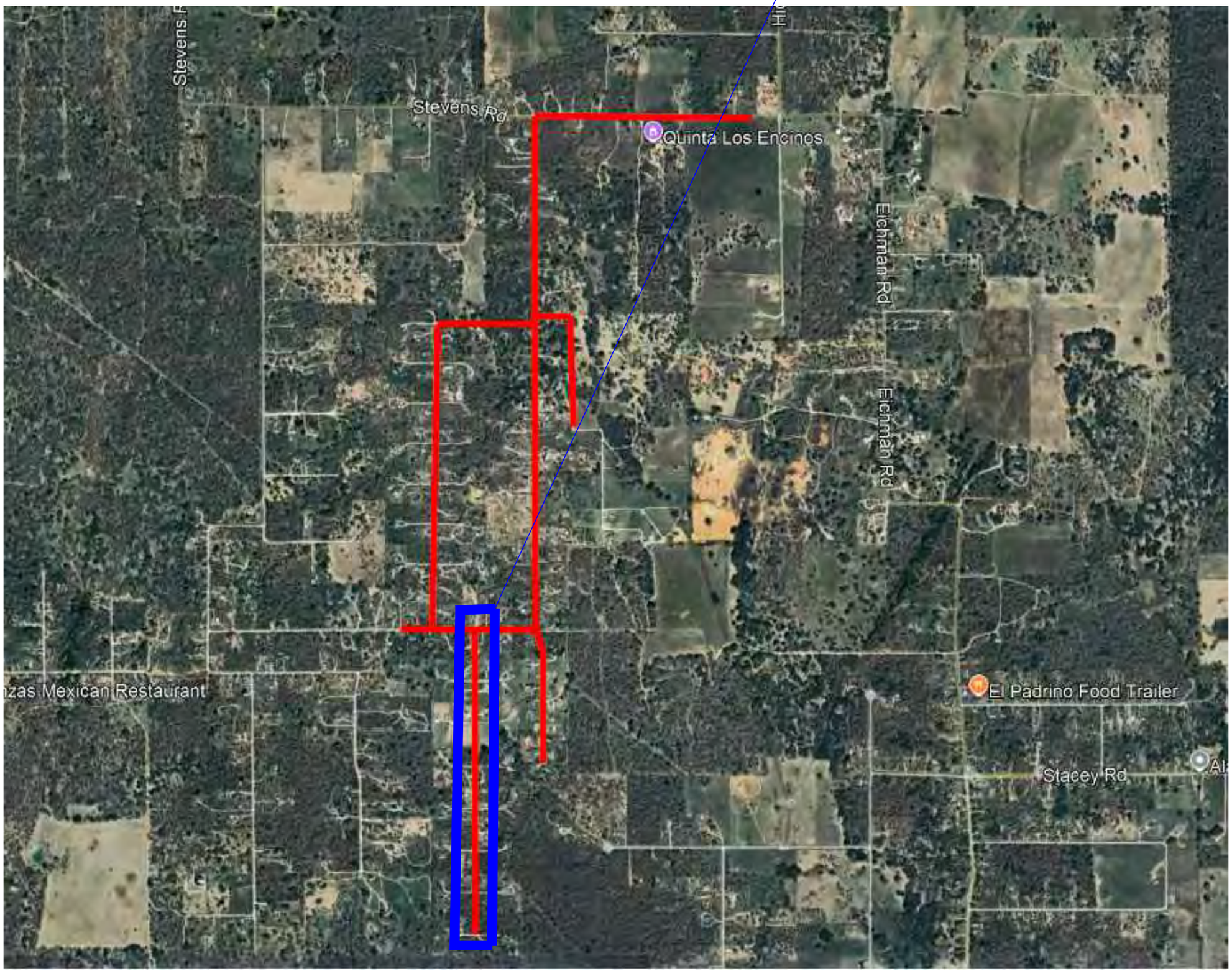
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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

SEE SHEET 1

Know what's below.
Call before you dig.

100

111

110

95

CRESTWAY RD

EOP

(1)(1.25)

308' BORE 1-1.25" DUCT

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

FP

H1

PLACE 11"X11" FP

PLACE 17"X30" HH

260' BORE 1-1.25" DUCT

160

155

60'

30'

27'

3'

EC

145

54' BORE 1-1.25" DUCT

215

PLACE 11"X11" FP

PLACE 17"X30" HH

190

301' BORE 1-1.25" DUCT

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 3

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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: 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

Marbach - 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

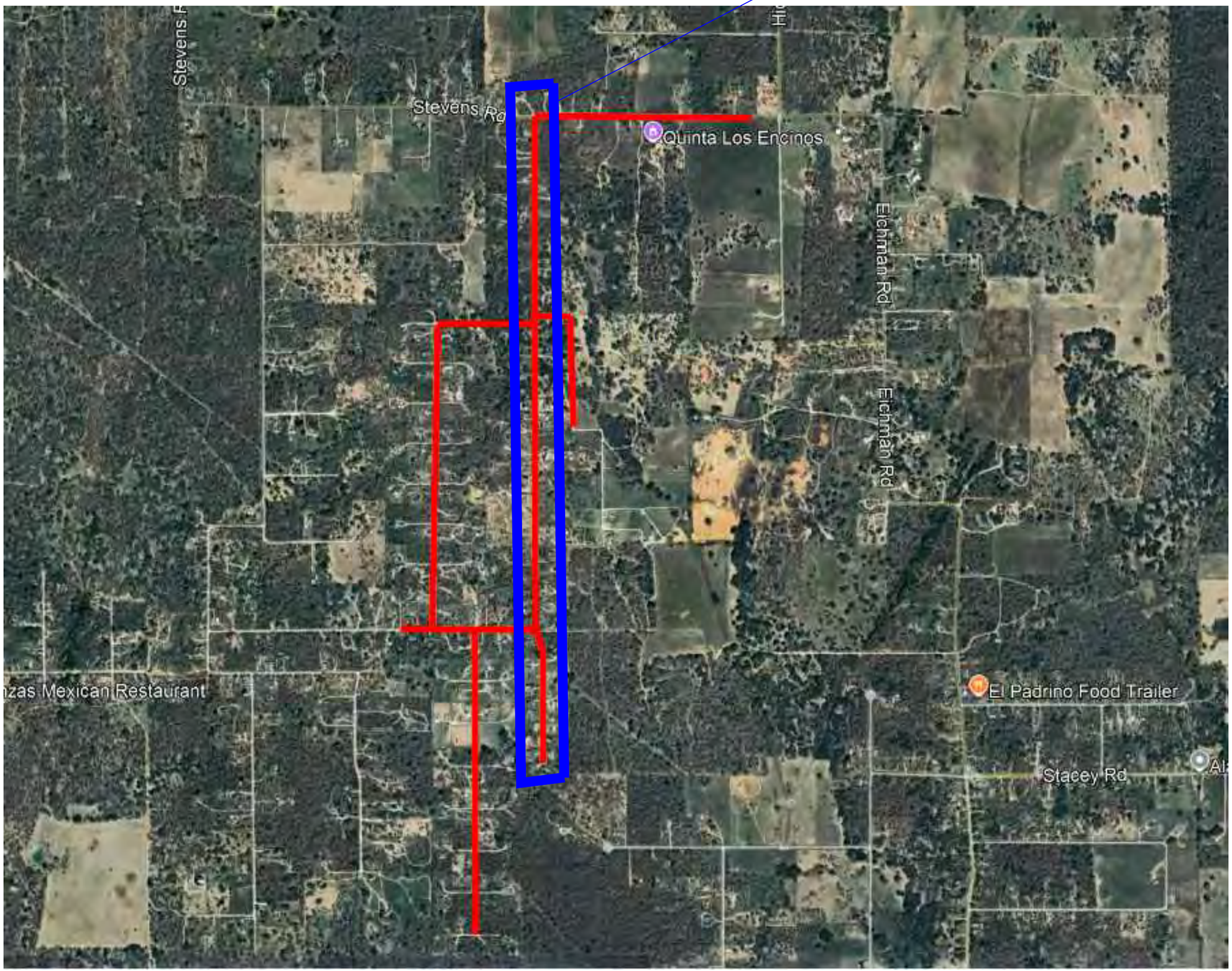
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 3

Know what's below.
Call before you dig.

FUTURE LOT

331

559' BORE 1-1.25" DUCT

PLACE 17"X30" HH

144' BORE 1-1.25" DUCT

54' BORE 1-1.25" DUCT

351

PLACE 3'X3'X3' BP

PLACE 11"X11" FP

366

MARBACH RD

313' BORE 1-1.25" DUCT

FUTURE LOT

32'
3'
50'
10'
25'

(1)(1.25)

EOP

H1 BP FP

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 5

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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.

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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

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

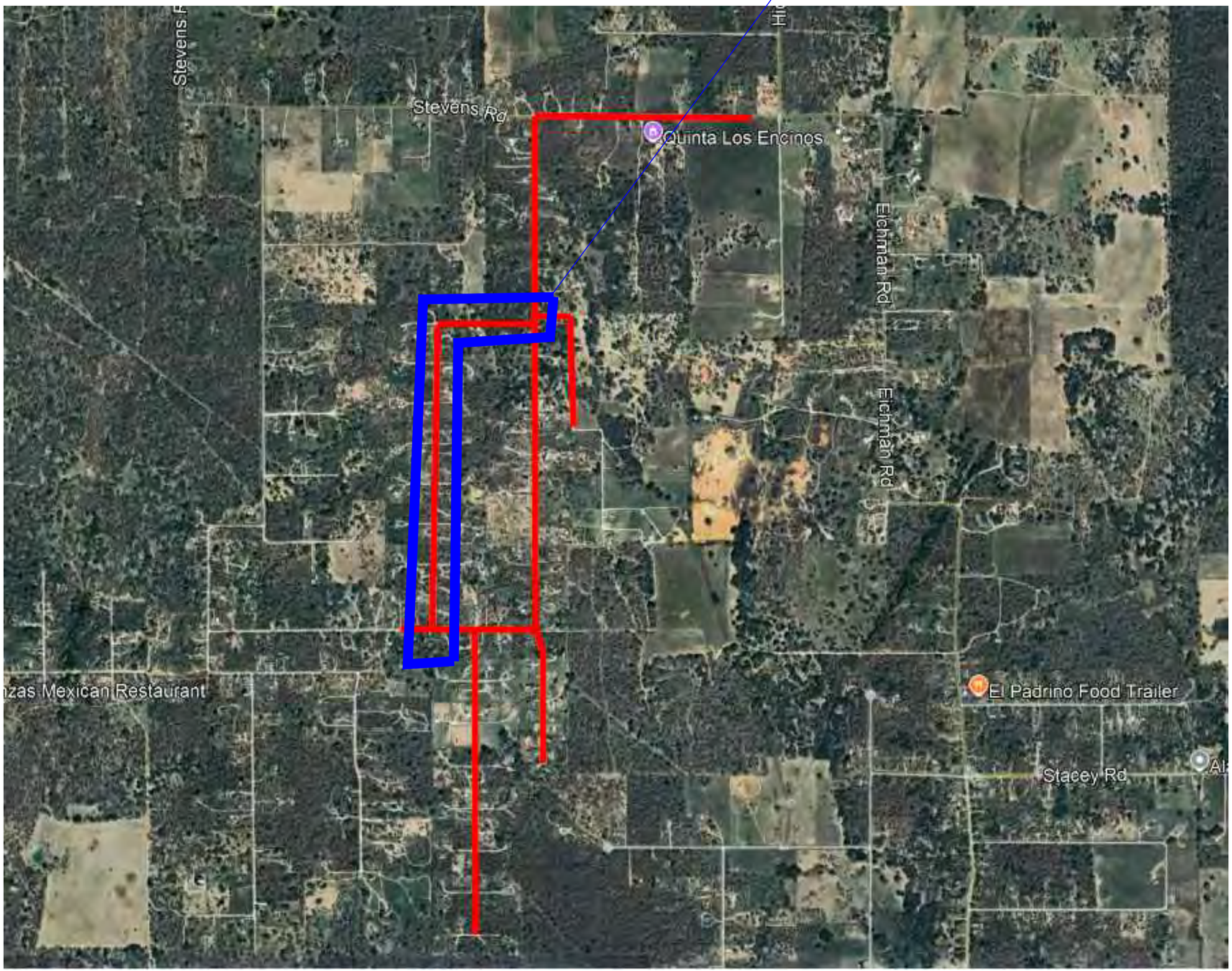
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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: 325-944-9905	PAGE: 1 OF 13

Know what's below.
Call before you dig.

825

859

PLACE 24"X36" HH

402' BORE 1-1.25" DUCT

PLACE 17"X30" HH

407' BORE 1-1.25" DUCT

3'

H2

(1)(1.25)

H1

SEE SHEET 1

EOP

117'

RANCH RD

60'

27'

30'

152' BORE 1-1.25" DUCT

FP

54' BORE 1-1.25" DUCT

PLACE 11"X11" FP

810

870

(1)(1.25)

3'

27'

30'

PLACE 11"X11" FP

134' BORE 1-1.25" DUCT

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

PLACE 17"X30" HH

247' BORE 1-1.25" DUCT

PLACE 11"X11" FP

SEE SHEET 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

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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: 2 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

Stevens 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

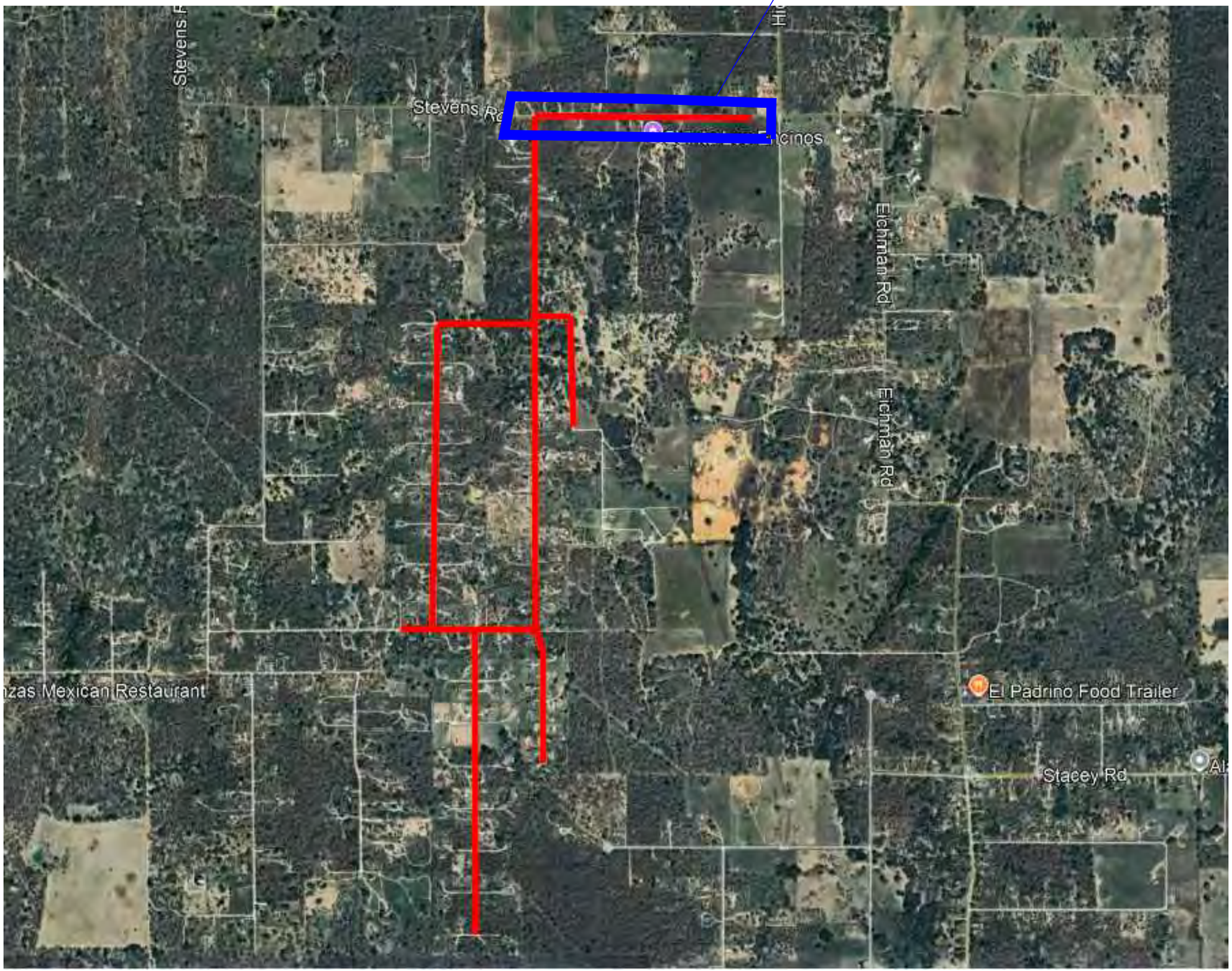
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

FRONTIER

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: 325-944-9905	PAGE: 1 OF 8

Know what's below.
Call before you dig.

680

662

PLACE 17"X30" HH

44' BORE 1-1.25" DUCT

561' BORE 1-1.25" DUCT

SEE SHEET 1

SEE SHEET 3

3'

50'

25'

22'

EOP

STEVENS RD

(1)(1.25)

H1

BP

PLACE 3'X3'X3' BP

170' BORE 1-1.25" DUCT

671

661

251' BORE 1-1.25" DUCT

565

PLACE 17"X30" HH

	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'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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

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

Woodcrest Dr - 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

39 Ranch Rd, Somerset, TX 78069 29.15278, -98.65091

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

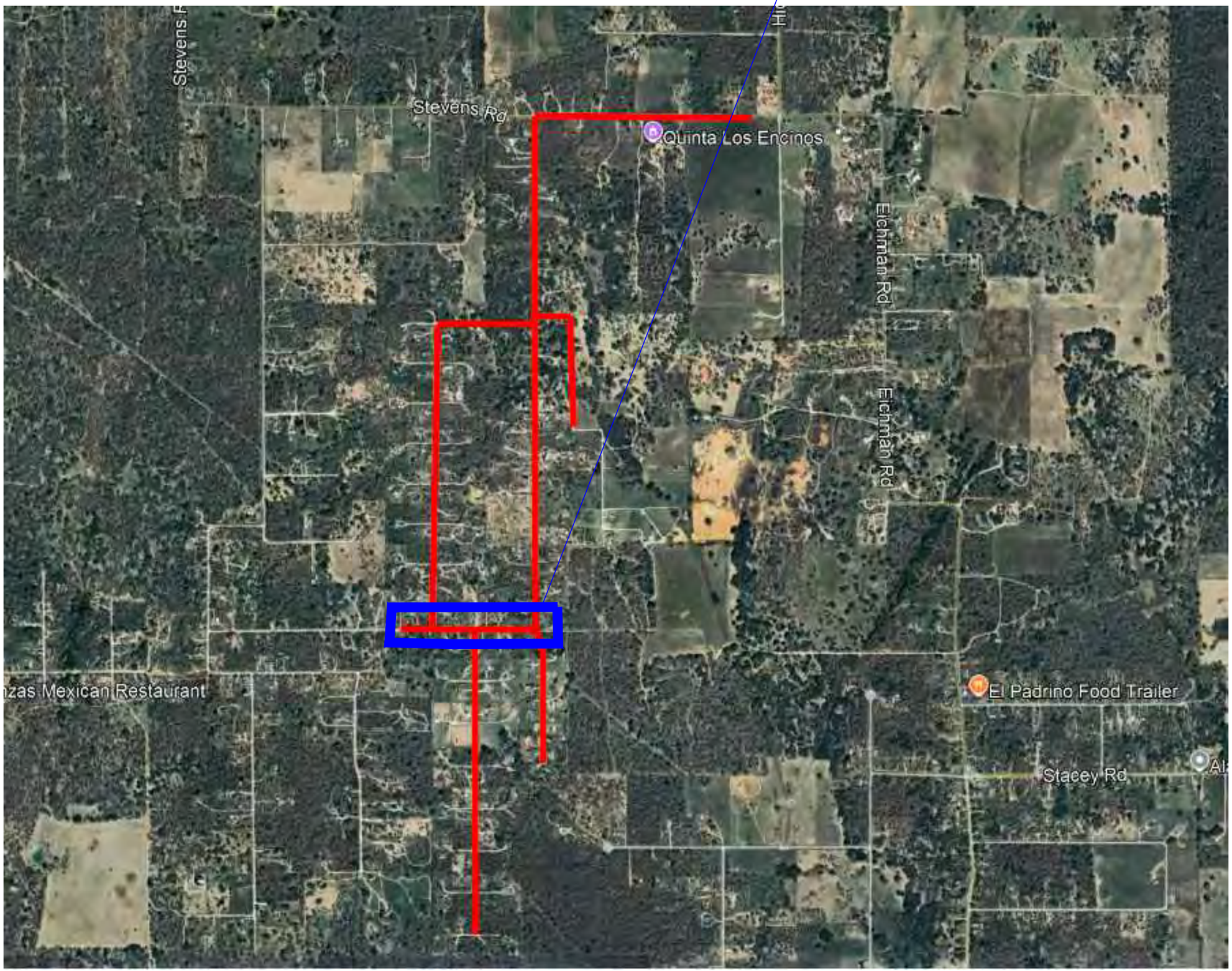
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

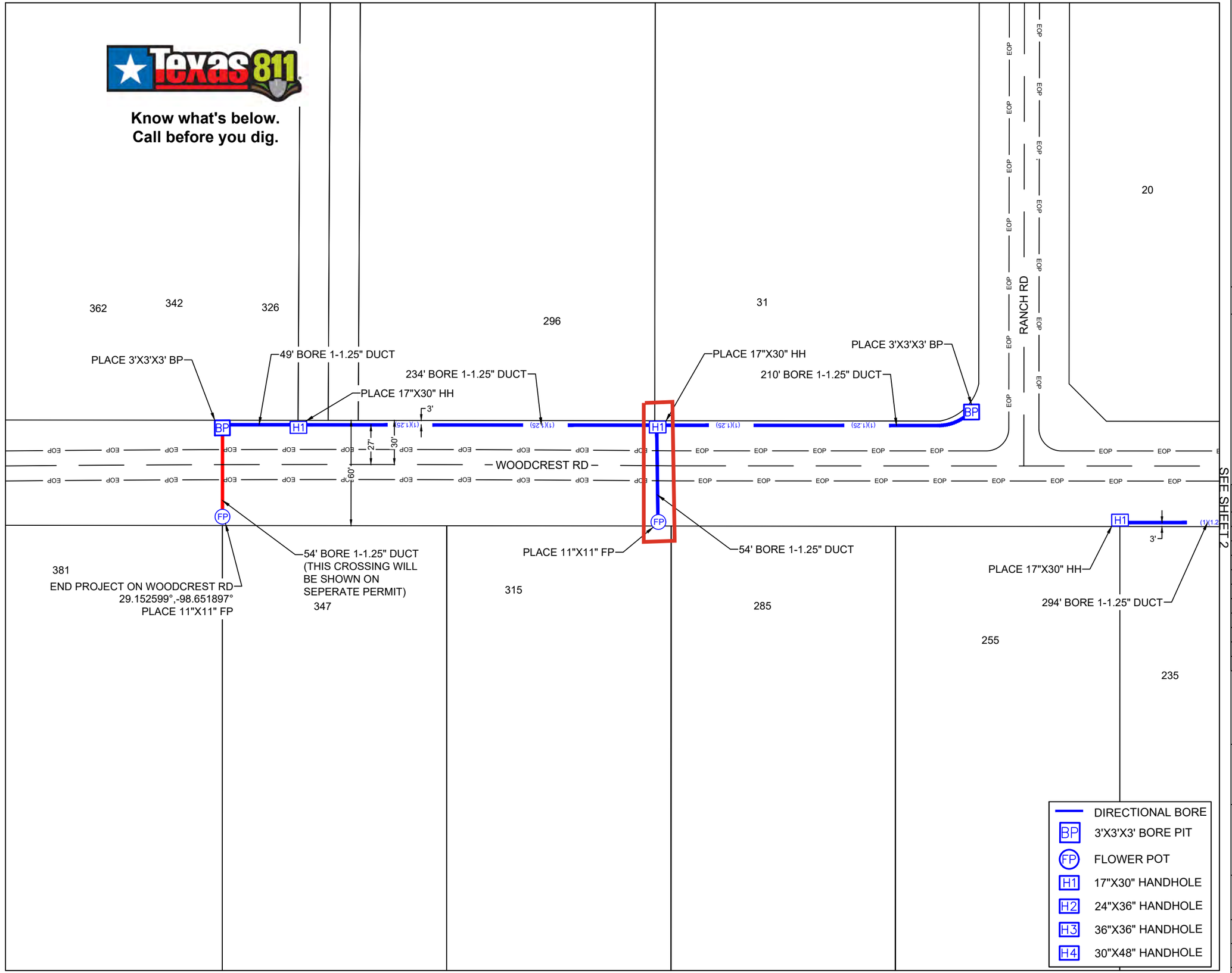
HOUSLEY GROUP

FRONTIER

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: 1 OF 8

Know what's below.
Call before you dig.



N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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: 512-759-5352	PAGE: 3 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

Crestway - 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

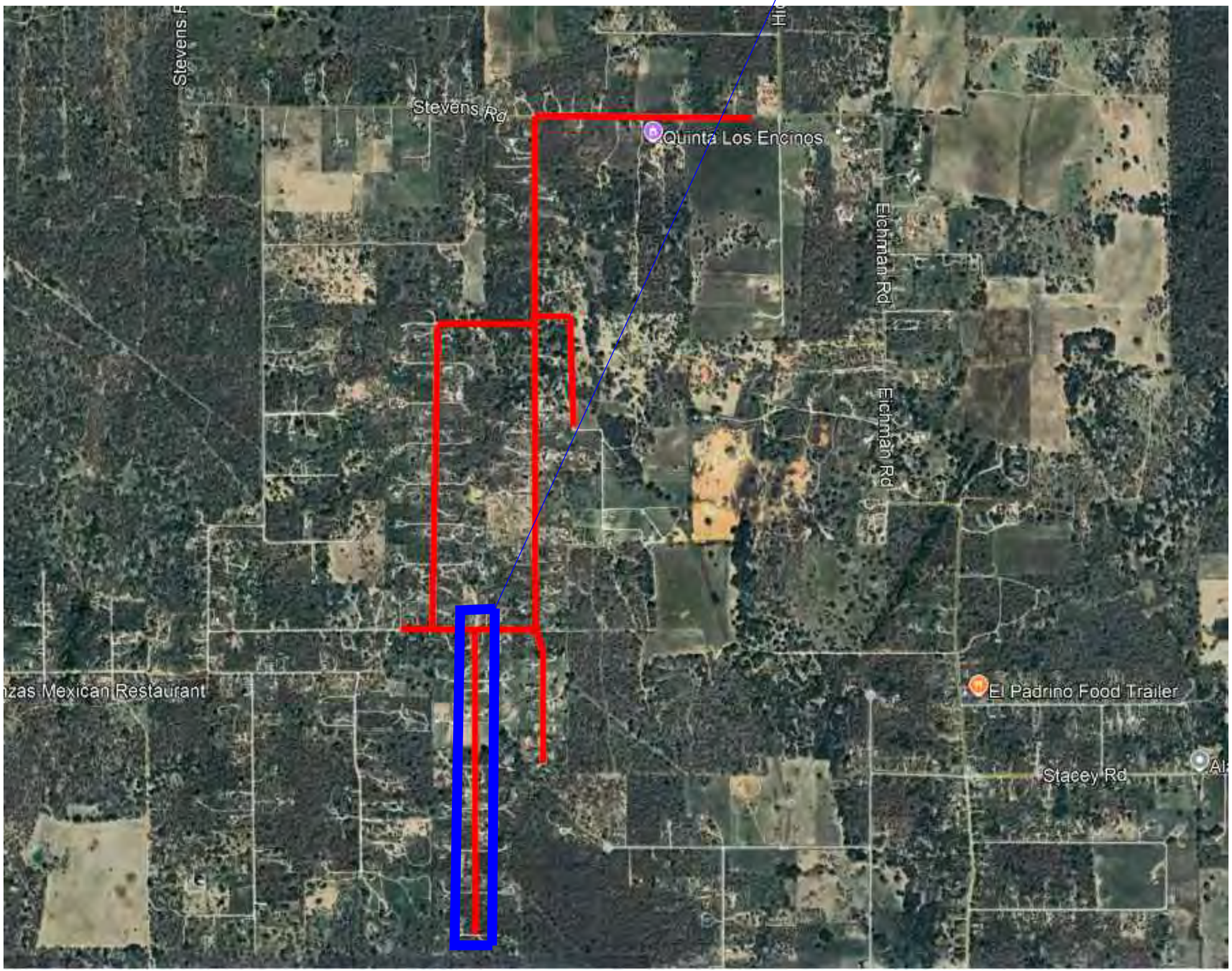
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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

SEE SHEET 2

Know what's below.
Call before you dig.

200

225

60'

30'

3'

27'

301' BORE 1-1.25" DUCT

54' BORE 1-1.25" DUCT

PLACE 11"X11" FP

PLACE 17"X30" HH

255

270

258' BORE 1-1.25" DUCT

260

FUTURE LOT

CRESTWAY RD-

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

310

EOP

(1)(1.25)

FP

H1

H2

SEE SHEET 4

	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'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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: 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

Marbach 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

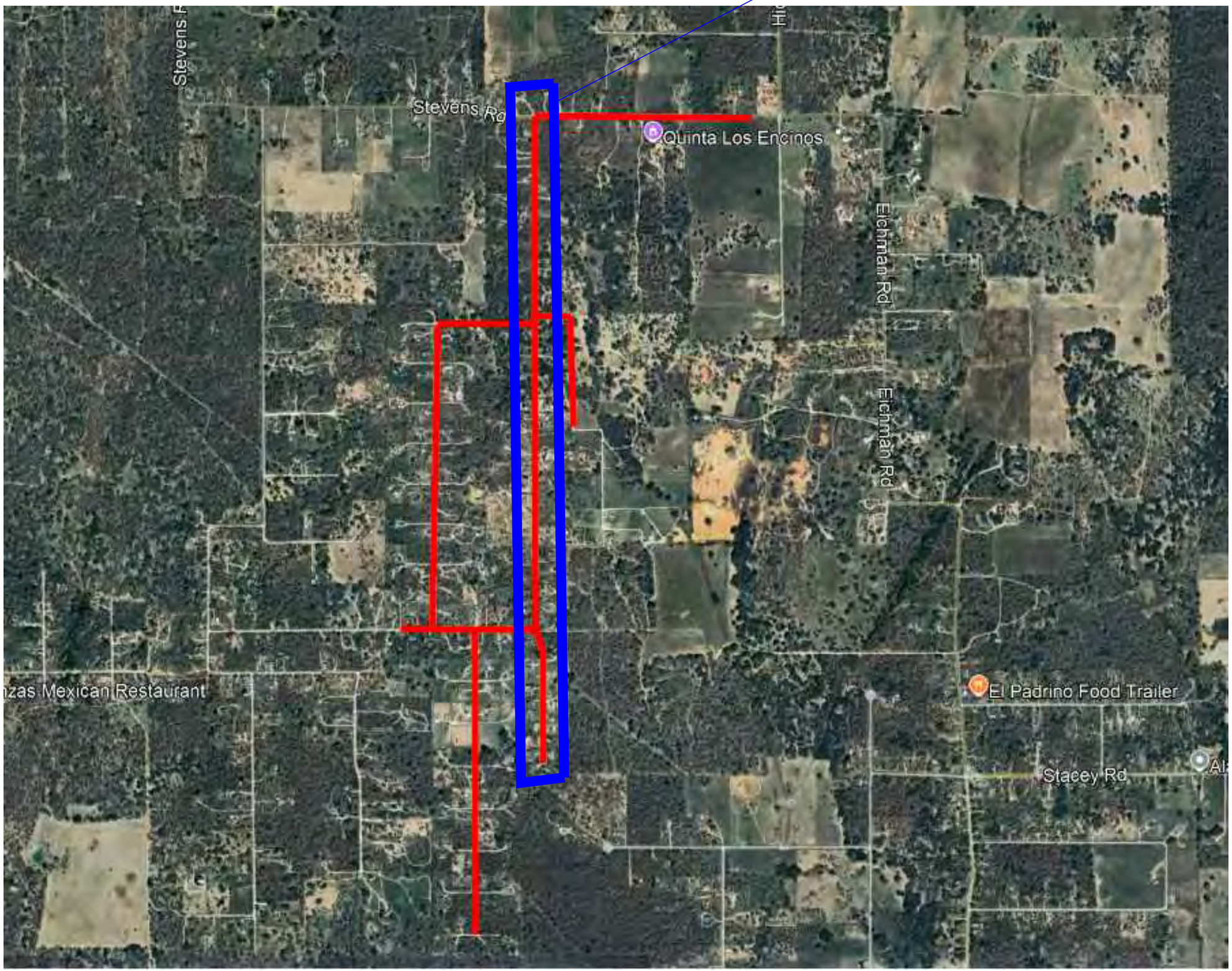
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 4

Know what's below.
Call before you dig.

313' BORE 1-1.25" DUCT
PLACE 11"X11" FP
54' BORE 1-1.25" DUCT
PLACE 17"X30" HH
335' BORE 1-1.25" DUCT
452
473
MARBACH RD
50'
25'
32'
10'
3'
SILVA LN
20'
10'
54' BORE 1-1.25" DUCT
(THIS CROSSING WILL
BE SHOWN ON
SEPERATE PERMIT)
PLACE 30"X48" HH
63' BORE 1-1.25" DUCT
PLACE 3'X3'X3' BP
527
521
515
PLACE 3'X3'X3' BP
RANCH RD
60'
30'
157' BORE 1-1.25" DUCT
530
535
950
PLACE 17"X30" HH
108' BORE 1-1.25" DUCT

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 6

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
MARBACH RD - 5320504

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

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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

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

TRACI R MIDDLETON
My Notary ID # 126902627
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

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

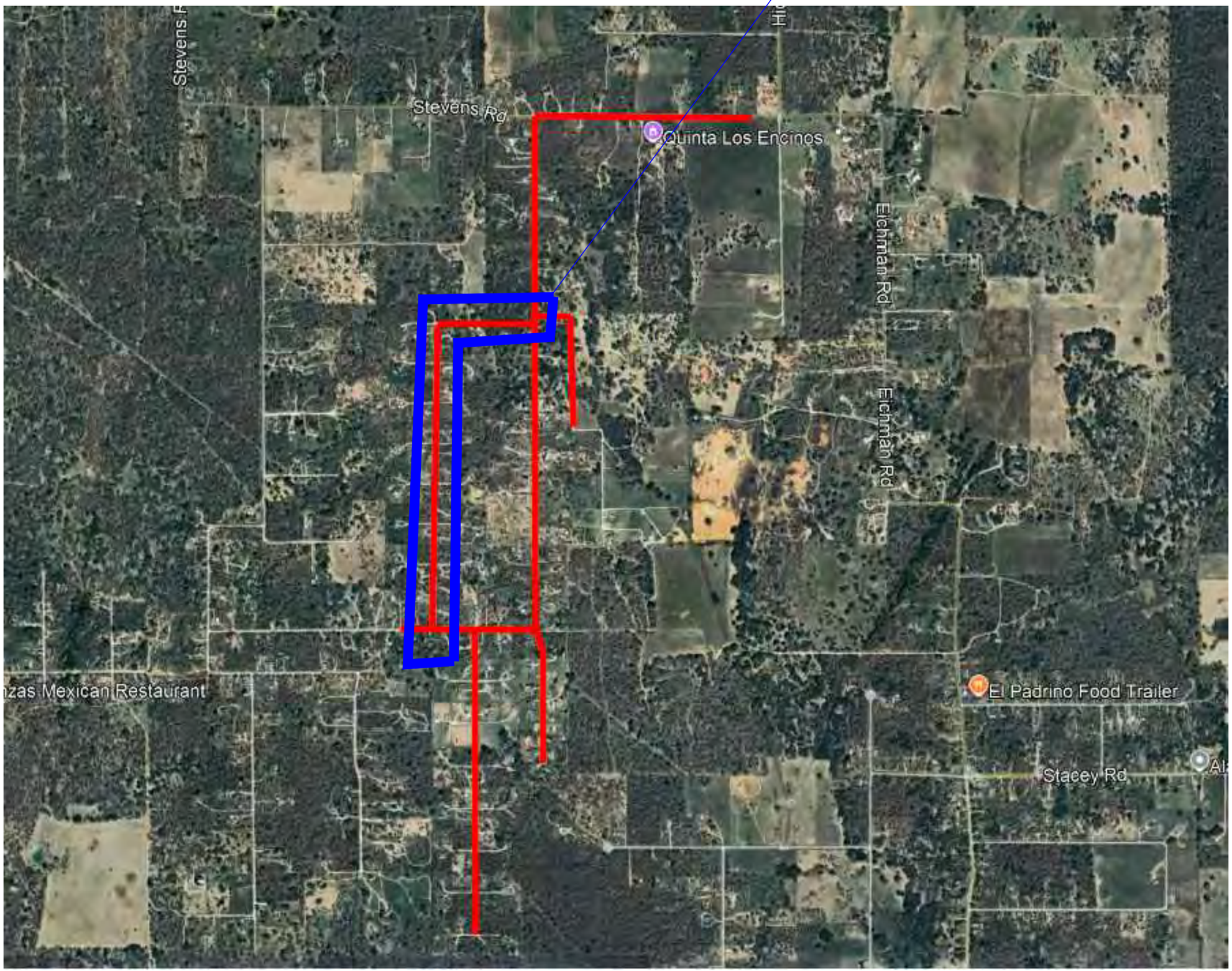
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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: 325-944-9905	PAGE: 1 OF 13

Texas 811

Know what's below.
Call before you dig.

825

859

PLACE 24"X36" HH

402' BORE 1-1.25" DUCT

PLACE 17"X30" HH

407' BORE 1-1.25" DUCT

3'

H2

(1)(1.25)

H1

(1)(1.25)

EOP

60'

27'

30'

RANCH RD

SEE SHEET 1

152' BORE 1-1.25" DUCT

FP

PLACE 11"X11" FP

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

810

870

PLACE 11"X11" FP

134' BORE 1-1.25" DUCT

54' BORE 1-1.25" DUCT

PLACE 17"X30" HH

247' BORE 1-1.25" DUCT

PLACE 11"X11" FP

SEE SHEET 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

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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: 2 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

Stevens 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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

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

Jeremiah Castillo
Printed Name of Payor's Authorized Agent

Jeremiah Castillo — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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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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

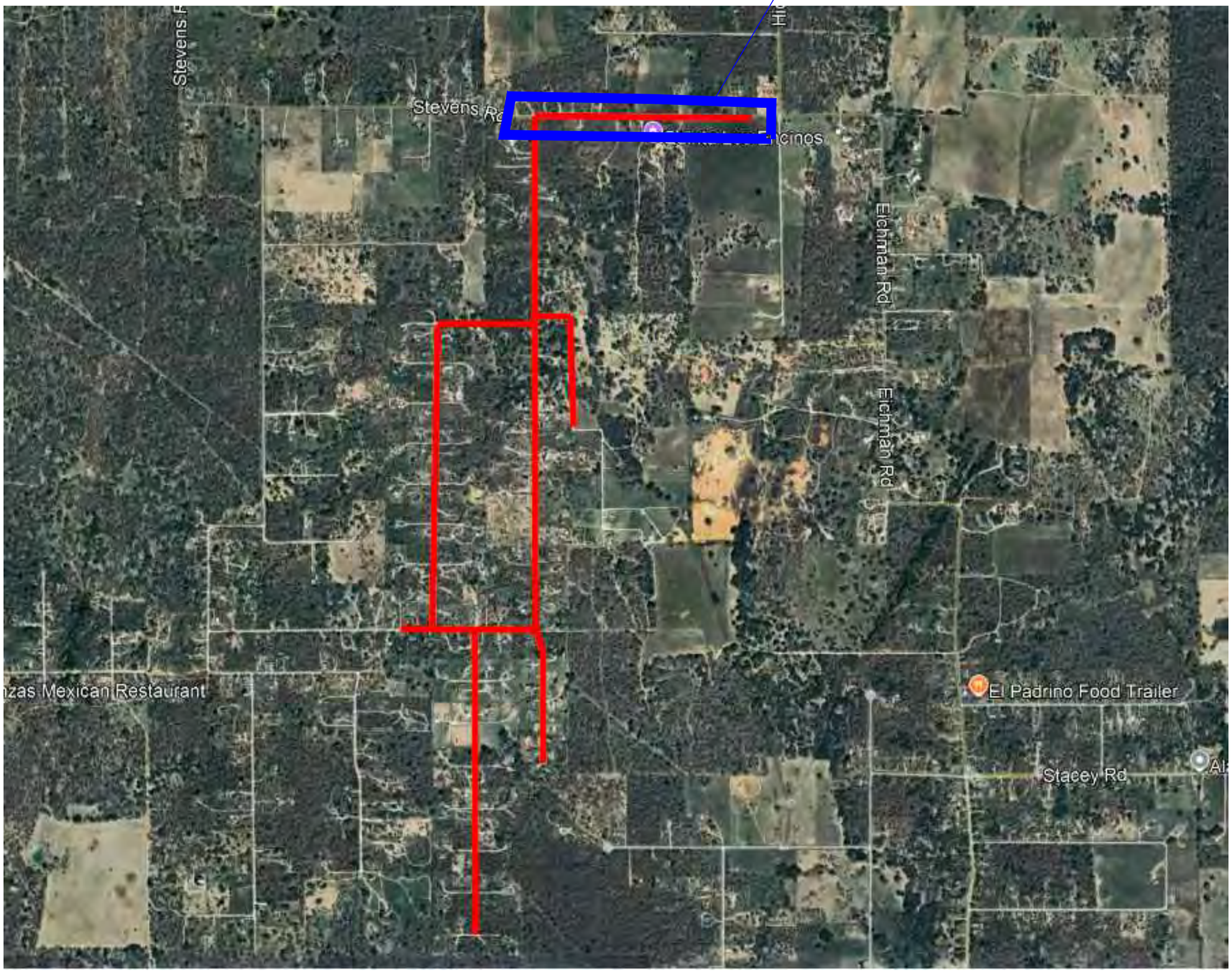
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



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HOUSLEY GROUP

FRONTIER

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: 325-944-9905	PAGE: 1 OF 8

Know what's below.
Call before you dig.

SEE SHEET 3

368

260

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

44' BORE 1-1.25" DUCT

STEVENS RD

EOP

(1)(1.25)

50'

25'

22'

3'

H1

BP

PLACE 3'X3'X3' BP

1157' BORE 1-1.25"
DUCT

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'

0 60 120

SPECIAL NOTES

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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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
STEVENS RD - 5320504

PROJECT NUMBER: 5320504		C.O. AREA: JOURDANTON EXCH. CODE: 70428
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SCALE: 1:60	PHONE: 512-759-5352	PAGE: 3 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.

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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.

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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

Woodcrest Dr - Cross #4

County Road **Commissioner Pct. No.** 2

ATASCOSA COUNTY PIPELINE PERMIT

✓ **ORIGINAL APPLICATION** ____ **AMENDMENT** ____ **6 MONTH EXTENSION**

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

I.

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

II.

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

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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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

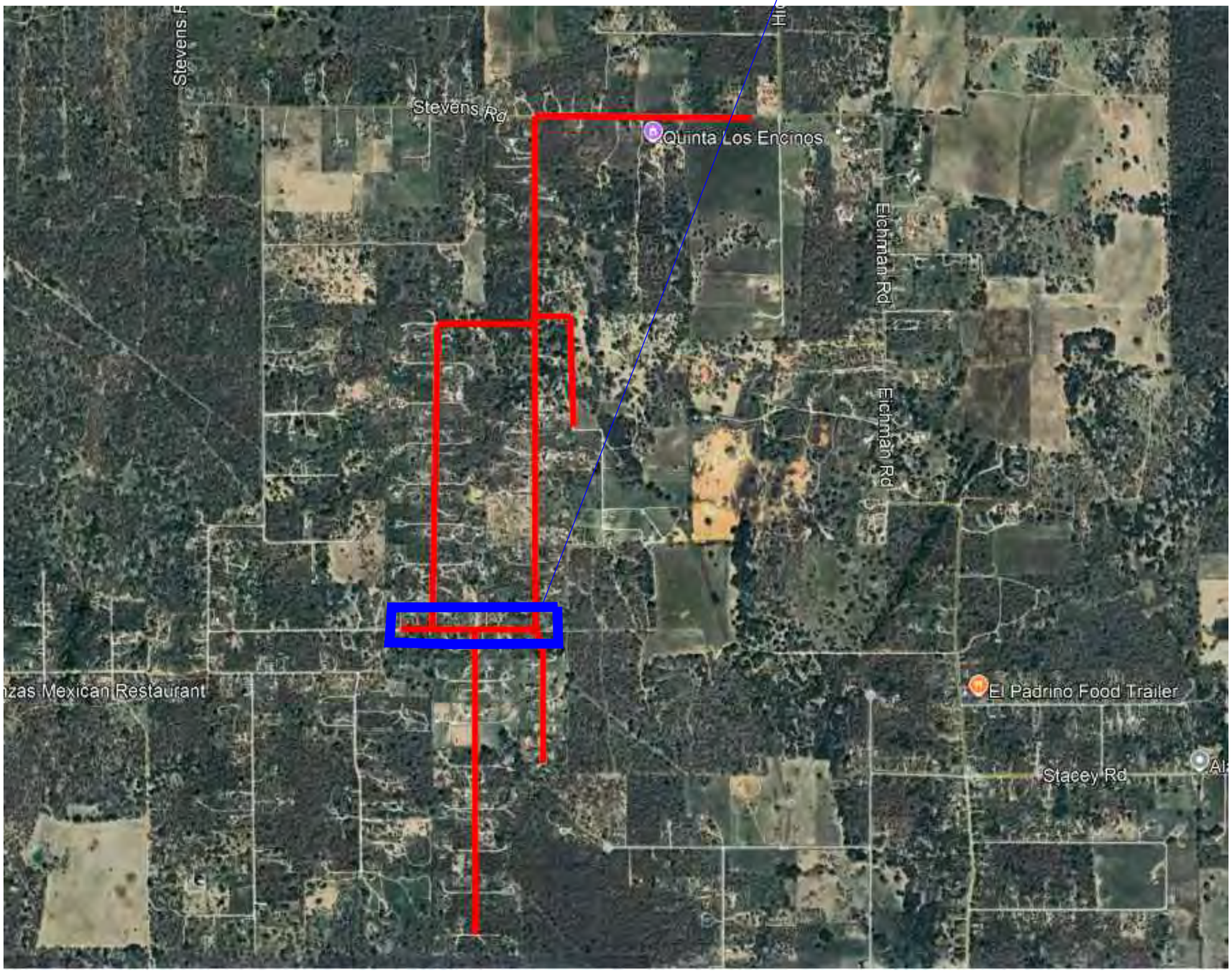
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



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HOUSLEY GROUP

FRONTIER

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: 1 OF 8

Texas 811

Know what's below.
Call before you dig.

362 342 326 296 31 20

PLACE 3'X3'X3' BP
49' BORE 1-1.25" DUCT
PLACE 17"X30" HH
234' BORE 1-1.25" DUCT
PLACE 17"X30" HH
210' BORE 1-1.25" DUCT
PLACE 3'X3'X3' BP

BP H1 H1 BP

3' 27' 30' 60'

(1)(1.25) (1)(1.25) (1)(1.25) (1)(1.25)

EOP

RANCH RD

WOODCREST RD

SEE SHEET 2

FP FP

54' BORE 1-1.25" DUCT

PLACE 11"X11" FP

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

H1 3' (1)(1.2

PLACE 17"X30" HH

294' BORE 1-1.25" DUCT

381

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

347 315 285 255 235

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'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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: 512-759-5352	PAGE: 3 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

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

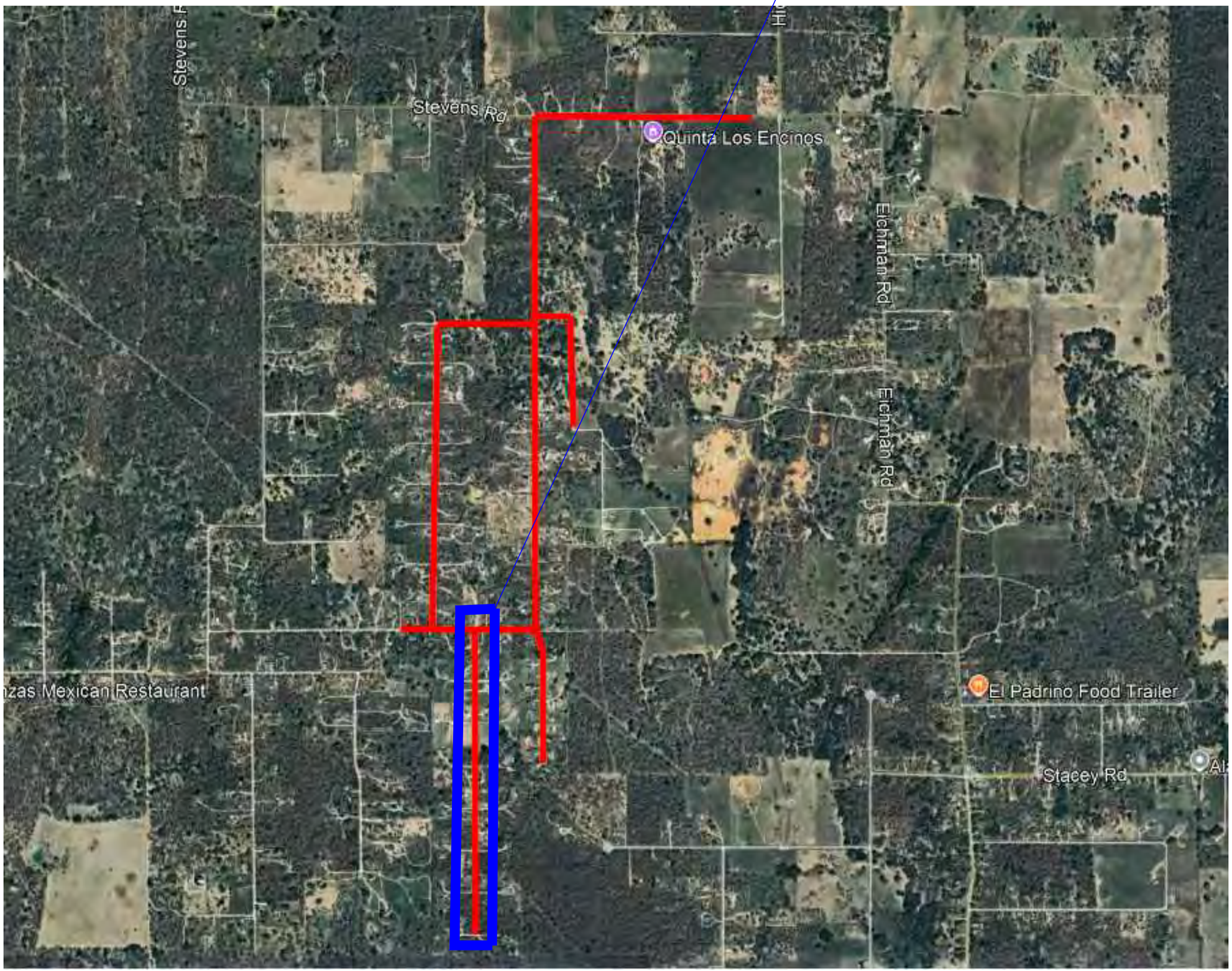
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



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HOUSLEY GROUP

FRONTIER

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

SEE SHEET 2

Know what's below.
Call before you dig.

200

225

60'

30'

3'

27'

EOP

(1)(1.25)

301' BORE 1-1.25" DUCT

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

FP

H1

PLACE 11"X11" FP

PLACE 17"X30" HH

255

270

258' BORE 1-1.25" DUCT

260

CRESTWAY RD-

FUTURE LOT

54' BORE 1-1.25" DUCT

PLACE 24"X36" HH

H2

PLACE 11"X11" FP

302' BORE 1-1.25" DUCT

FUTURE LOT

310

SEE SHEET 4

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'

0 60 120

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
CRESTWAY RD - 5320504

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

Marbach 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

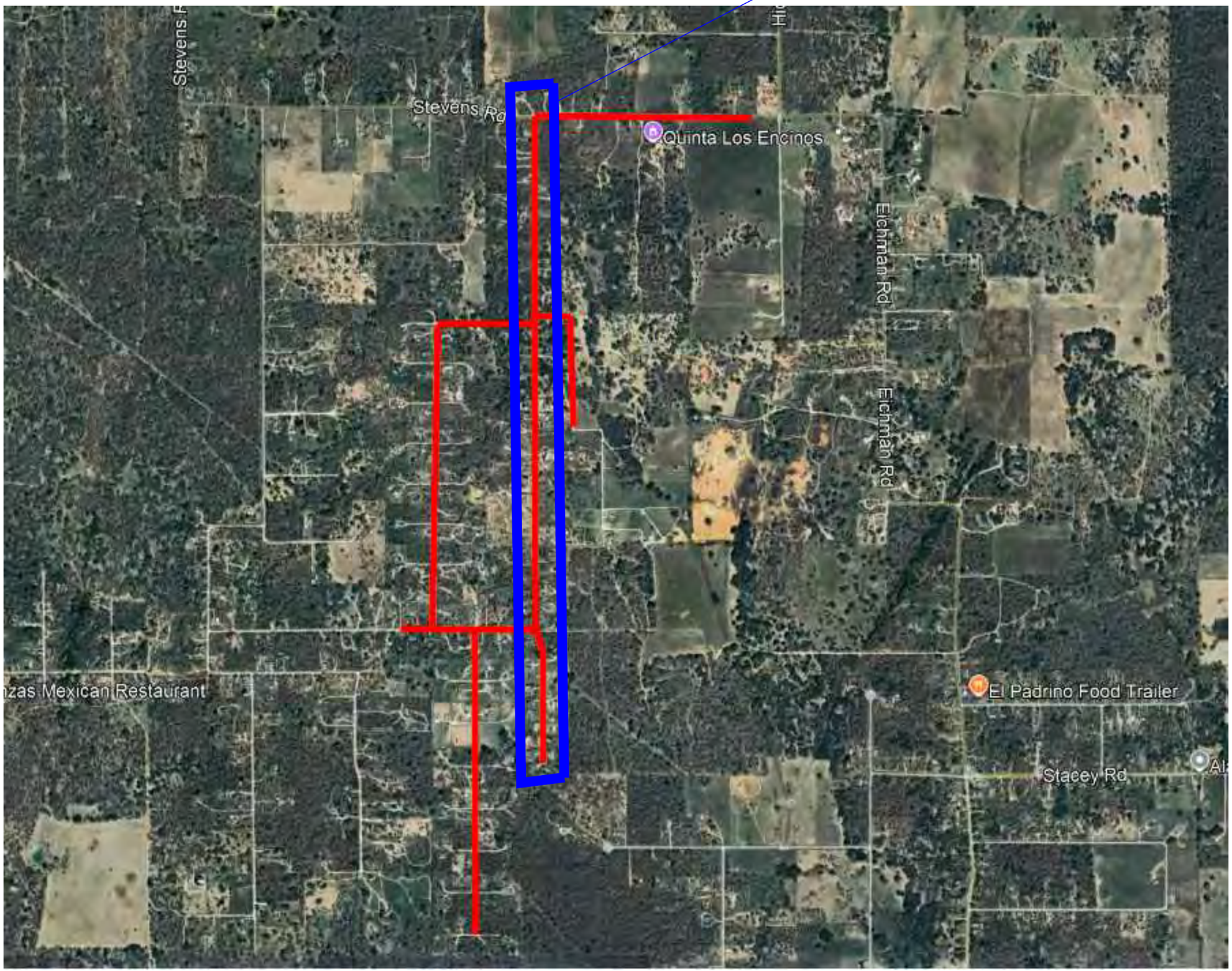
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 4

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

MARBACH RD

SILVA LN

RANCH RD

54' BORE 1-1.25" DUCT

PLACE 30"X48" HH

63' BORE 1-1.25" DUCT

PLACE 3'X3'X3' BP

PLACE 3'X3'X3' BP

157' BORE 1-1.25" DUCT

PLACE 17"X30" HH

108' BORE 1-1.25" DUCT

452

473

515

521

527

530

535

950

50'
25'
32'
10'
3'
20'
10'
60'
30'

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 6

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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 #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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

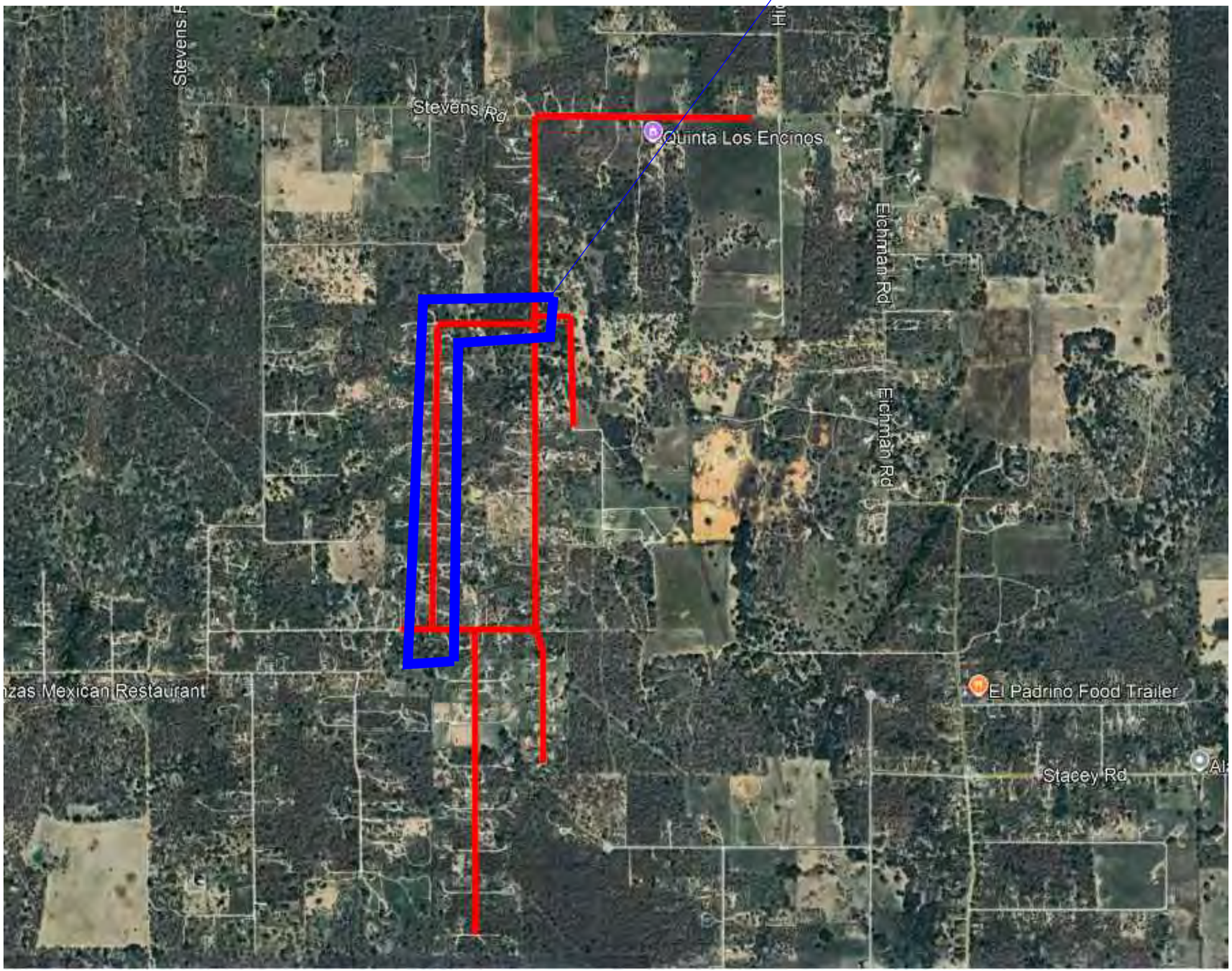
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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: 325-944-9905	PAGE: 1 OF 13

SEE SHEET 2

Know what's below.
Call before you dig.

247' BORE 1-1.25" DUCT

704

701

707

674

PLACE 11"X11" FP

PLACE 17"X30" HH

54' BORE 1-1.25" DUCT

RANCH RD

243

639

288' BORE 1-1.25" DUCT

649

658

60'

30'

3'

27'

PLACE 11"X11" FP

604

PLACE 17"X30" HH

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

247' BORE 1-1.25" DUCT

601

EOP

(1)X1.25

H1

FP

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 4

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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: 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.

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

Stevens 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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

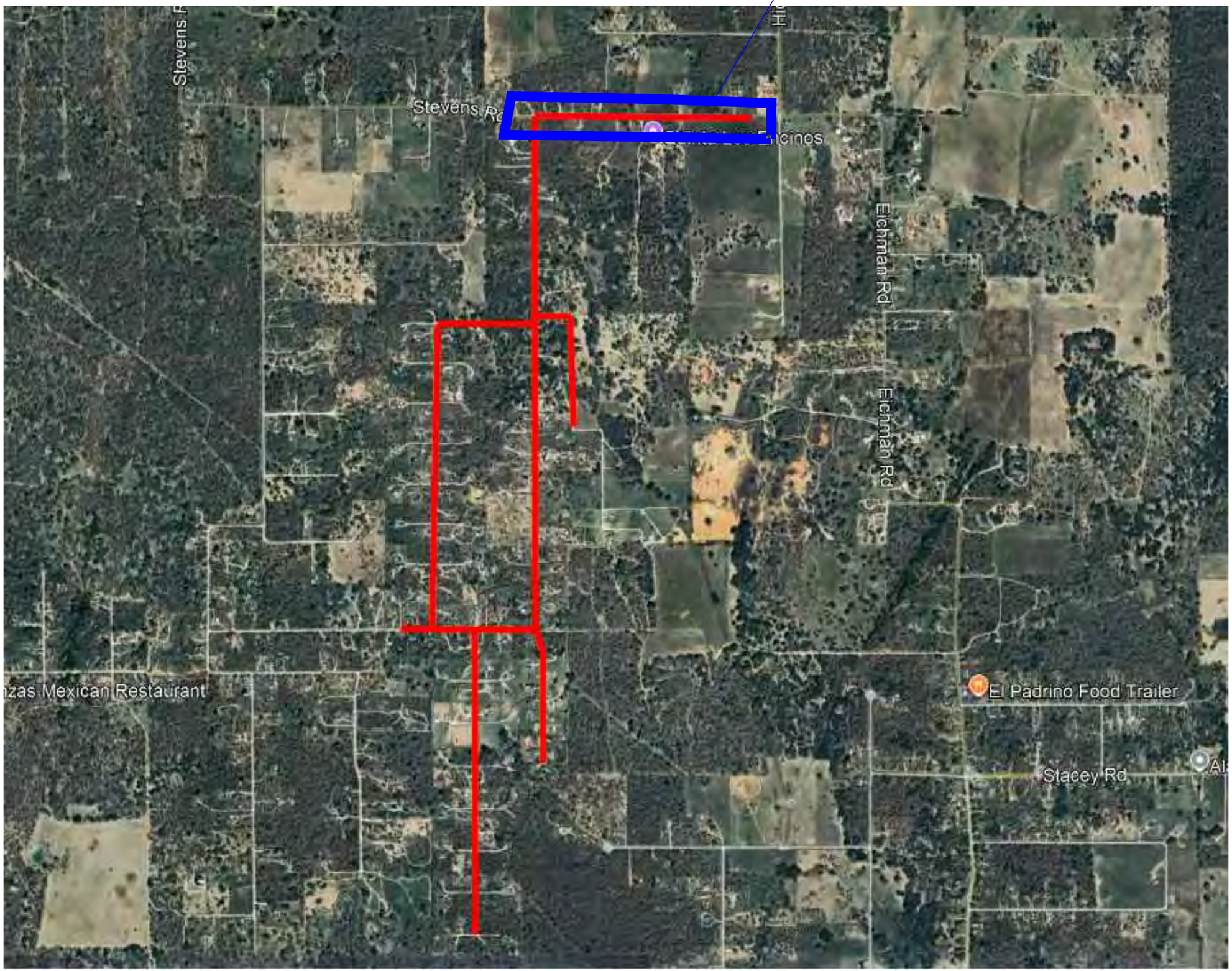
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

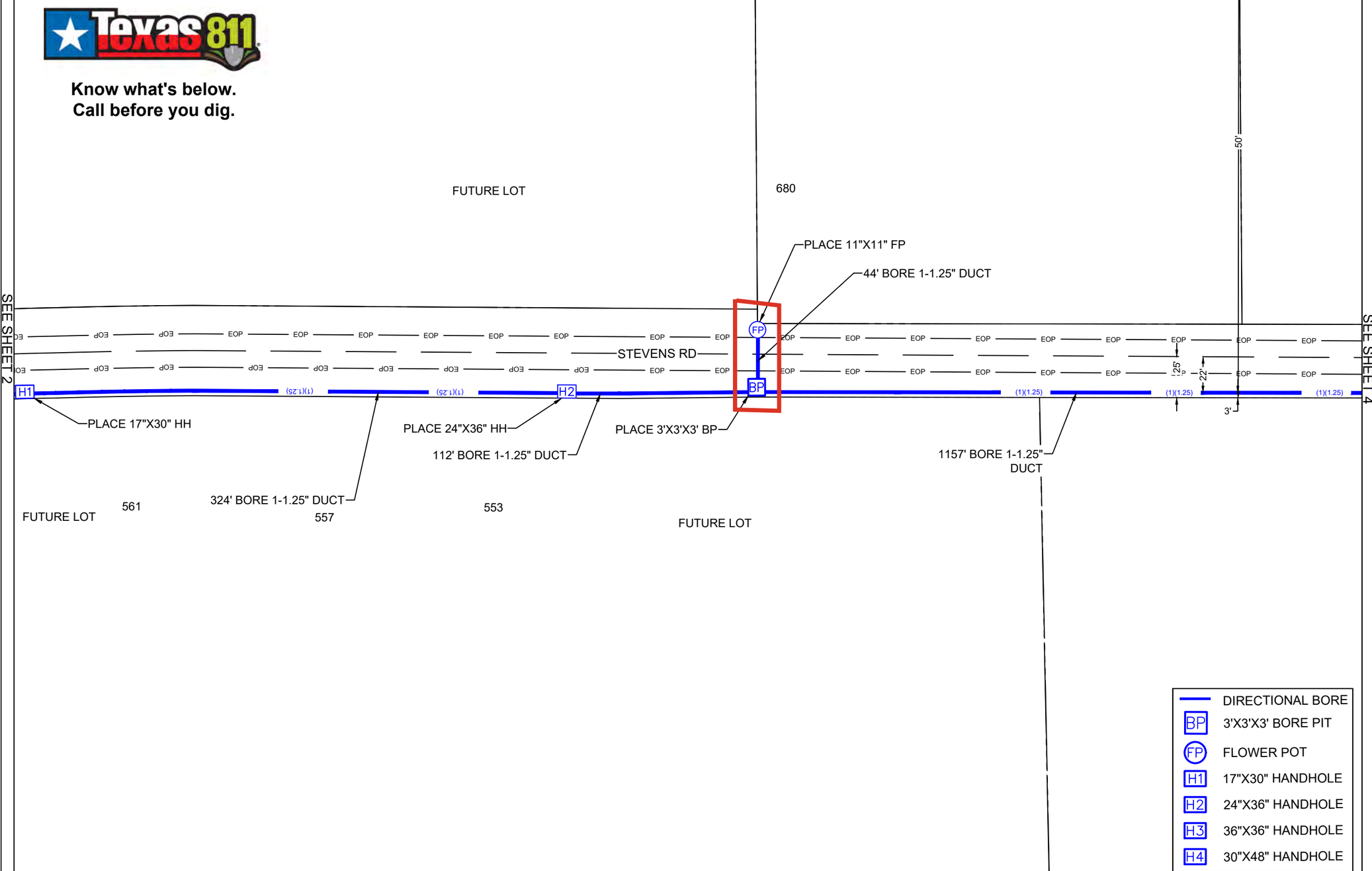
FRONTIER

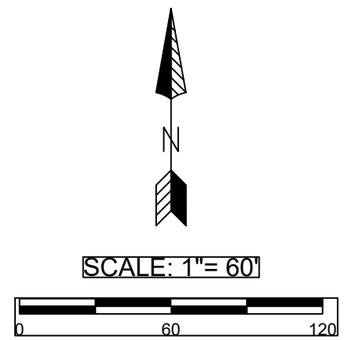
ATASCOSA COUNTY
STEVENS RD - 5320504

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: 325-944-9905	PAGE: 1 OF 8

Texas 811

Know what's below.
Call before you dig.





SPECIAL NOTES

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UNITS / ACCT CODES

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
STEVENS RD - 5320504

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COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: $32.00
AMENDMENT OF PERMIT: $250.00
EACH 6 MONTH EXTENSION OF PERMIT: $ 200.00
PENALTY FEE FOR INSTALLATION OF PIPELINE WITHOUT A PERMIT: $5000.00

Crestway - 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.

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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

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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.

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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.

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

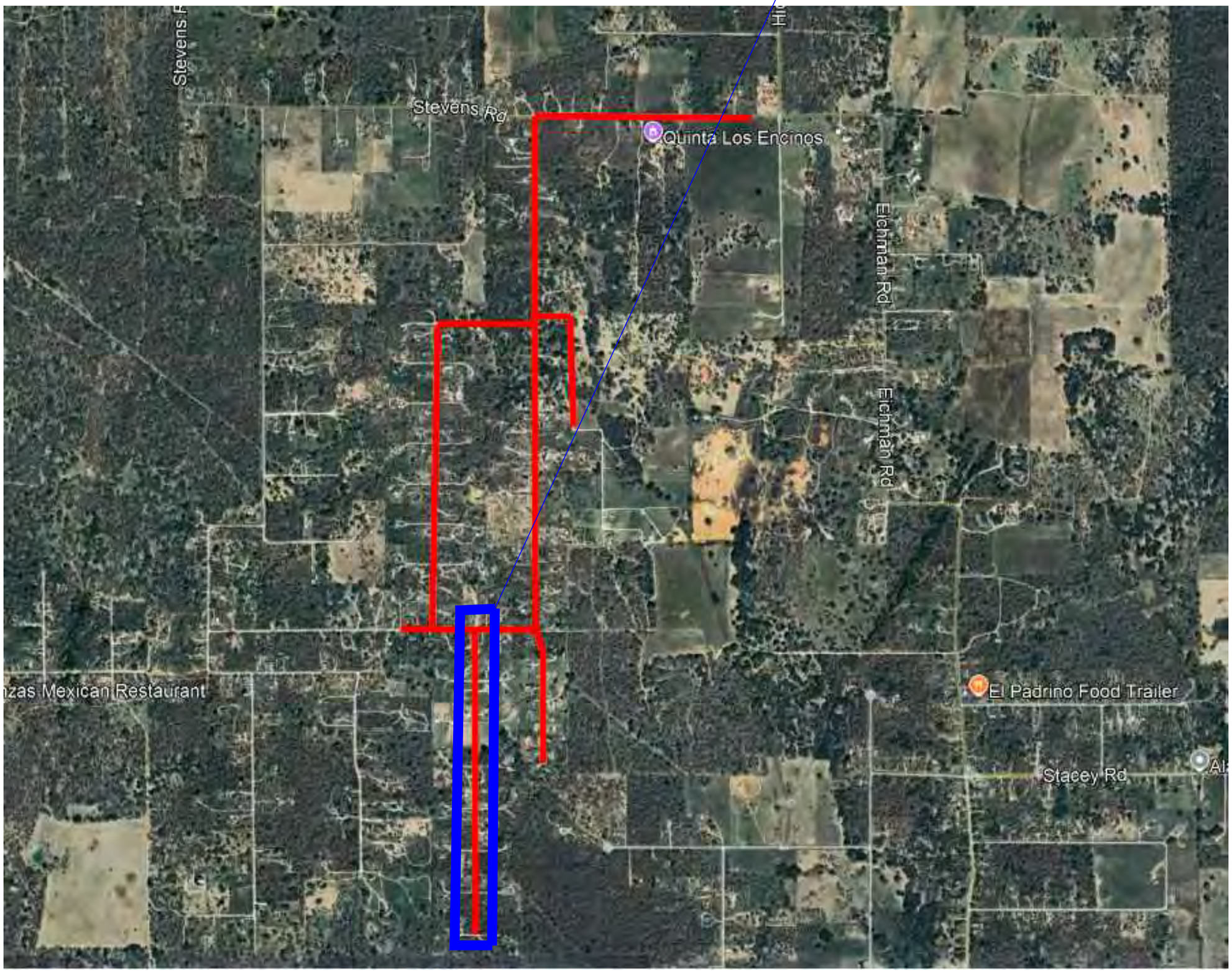
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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

SEE SHEET 3

336

54' BORE 1-1.25" DUCT

343

302' BORE 1-1.25" DUCT

PLACE 11"X11" FP

PLACE 17"X30" HH

342

365

260' BORE 1-1.25" DUCT

CRESTWAY RD

370

369

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

PLACE 24"X36" HH

PLACE 11"X11" FP

60'

3'

30'

27'

406

439

298' BORE 1-1.25" DUCT

450

445

EOP

(1)(1.25)

FP

H1

H2

Texas 811

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

SEE SHEET 5

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

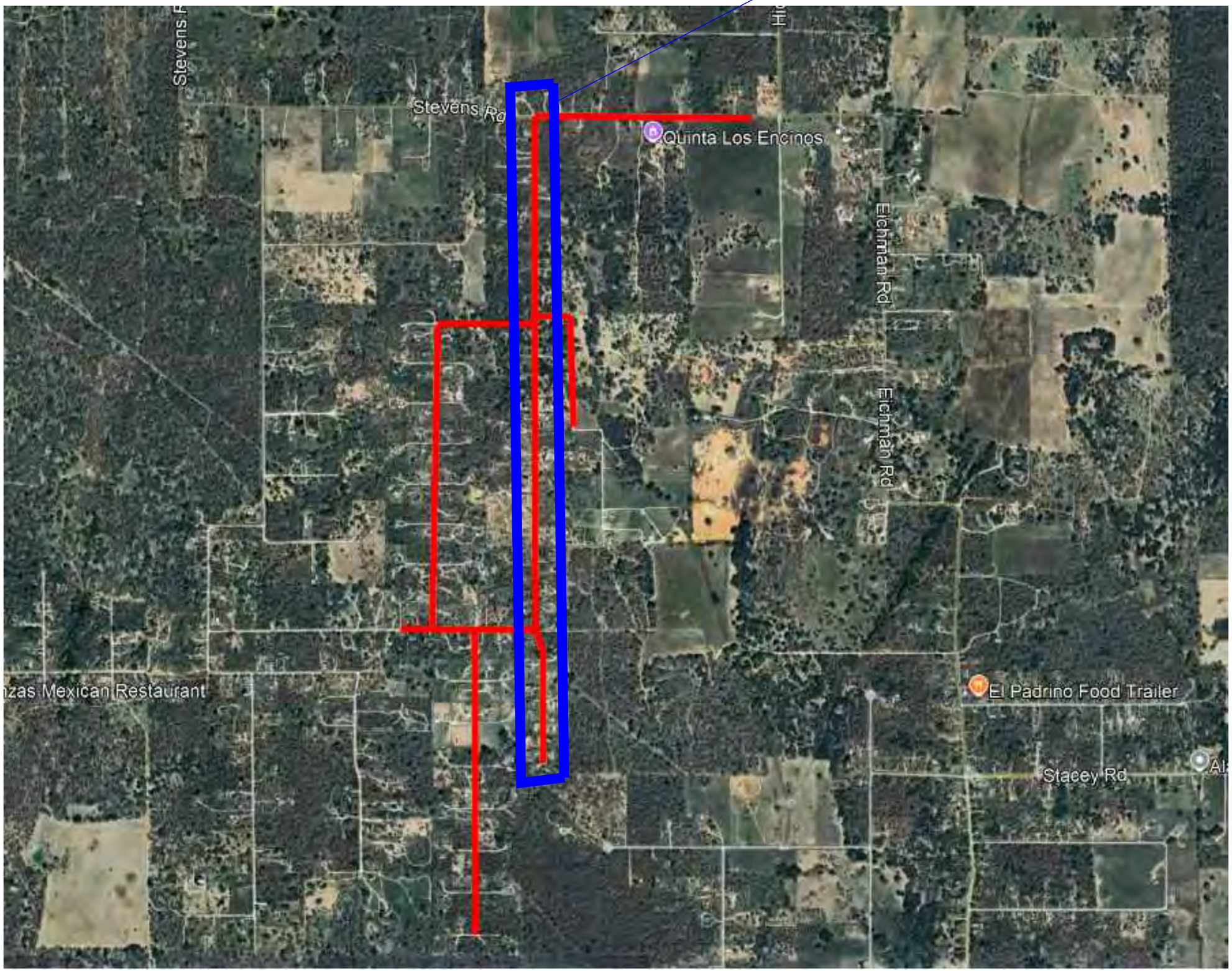
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

Know what's below.
Call before you dig.

SEE SHEET 5

PLACE 11"X11" FP

108' BORE 1-1.25" DUCT
322

PLACE 3'X3'X3' BP

44' BORE 1-1.25" DUCT
570

131' BORE 1-1.25" DUCT

3'

50'
25'
22'

PLACE 17"X30" HH
575 UNIT 2

PLACE 11"X11" FP

50' BORE 1-1.25" DUCT

PLACE 3'X3'X3' BP
575 UNIT 1

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

277' BORE 1-1.25" DUCT
605

MARBACH RD

638

635

PLACE 11"X11" FP

PLACE 3'X3'X3' BP

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

33' BORE 1-1.25" DUCT

PLACE 17"X30" HH

664

275' BORE 1-1.25"
DUCT

SEE SHEET 7

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

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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 #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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

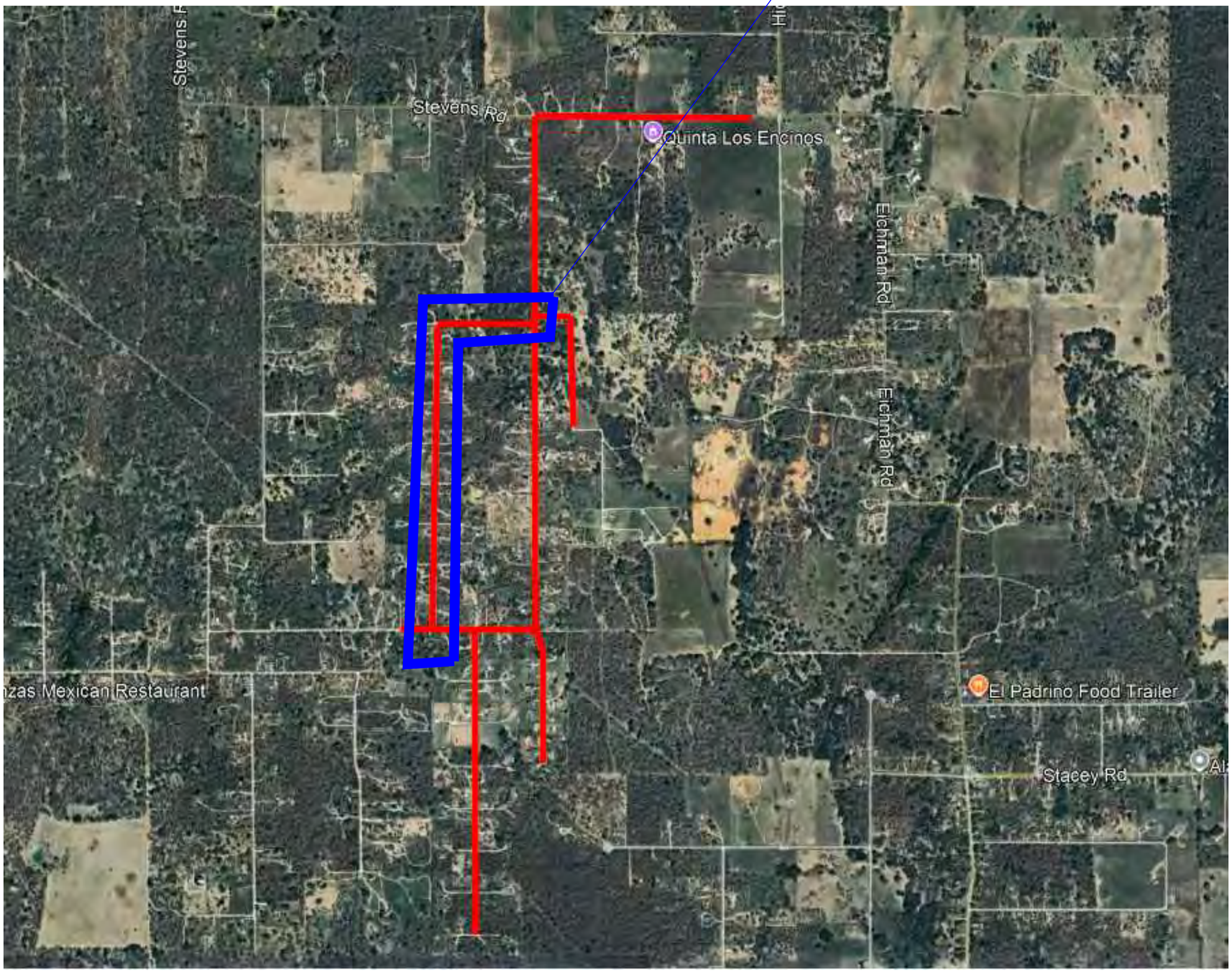
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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: 325-944-9905	PAGE: 1 OF 13

SEE SHEET 2

Texas 811

Know what's below.
Call before you dig.

247' BORE 1-1.25" DUCT

701

704

707

PLACE 11"X11" FP

674

PLACE 17"X30" HH

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

243

639

RANCH RD

EOP

(1)(1.25)

H1

FP

288' BORE 1-1.25" DUCT

649

658

60'

30'

3'

27'

604

PLACE 11"X11" FP

PLACE 17"X30" HH

54' BORE 1-1.25" DUCT

247' BORE 1-1.25" DUCT

601

SEE SHEET 4

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'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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: 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.

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 #7

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

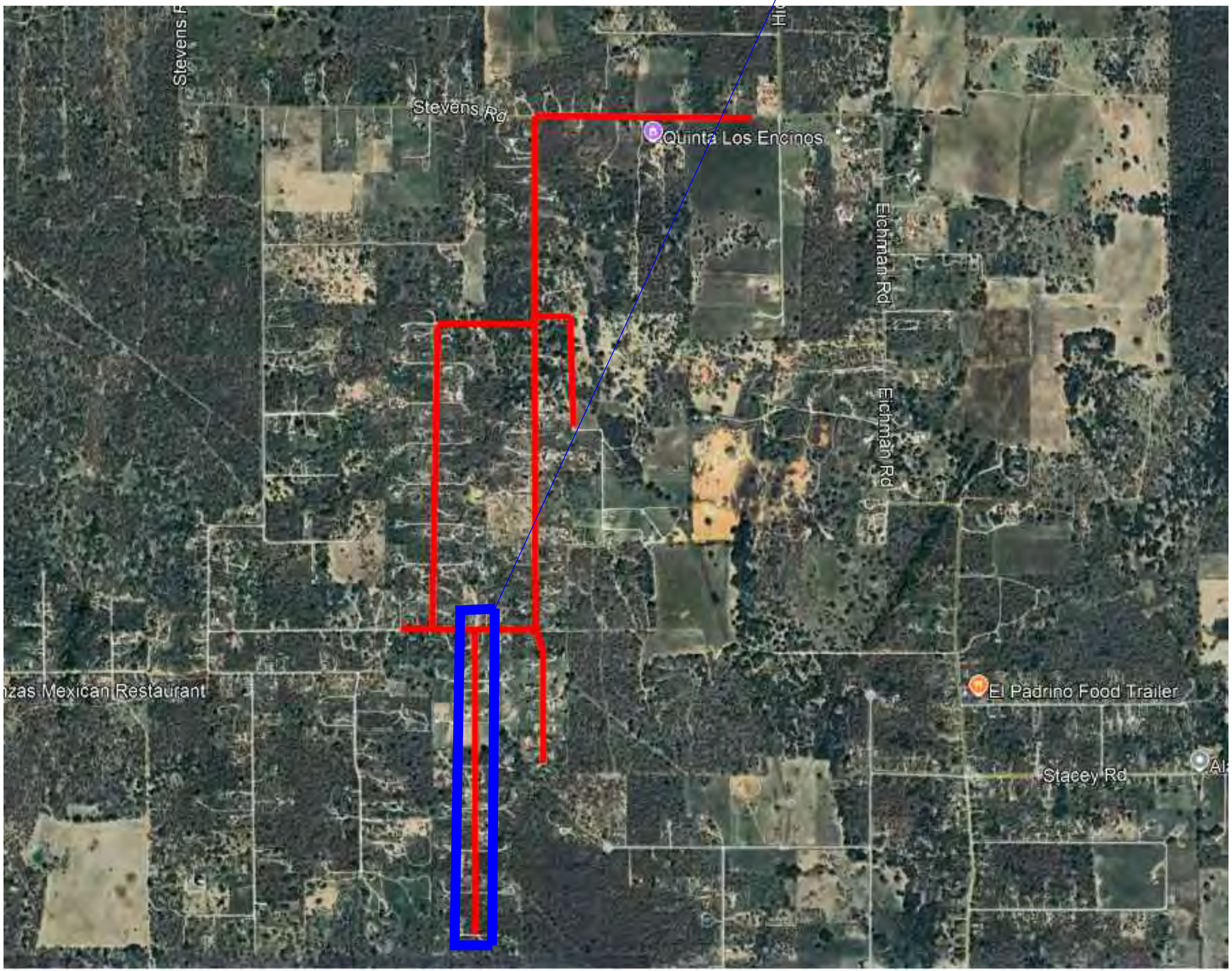
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

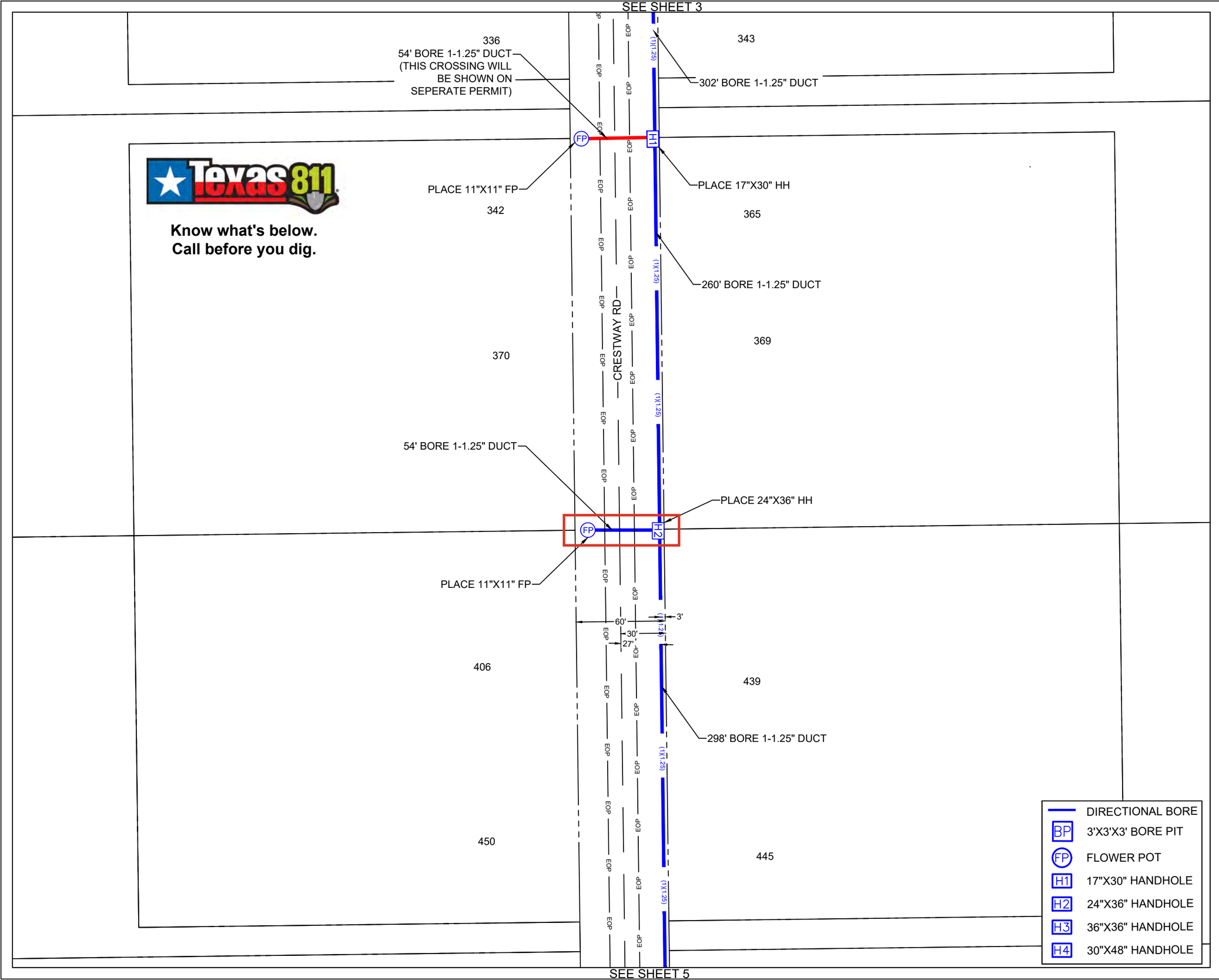
HOUSLEY GROUP

FRONTIER

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

SEE SHEET 3



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

SEE SHEET 5

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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

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 #7

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

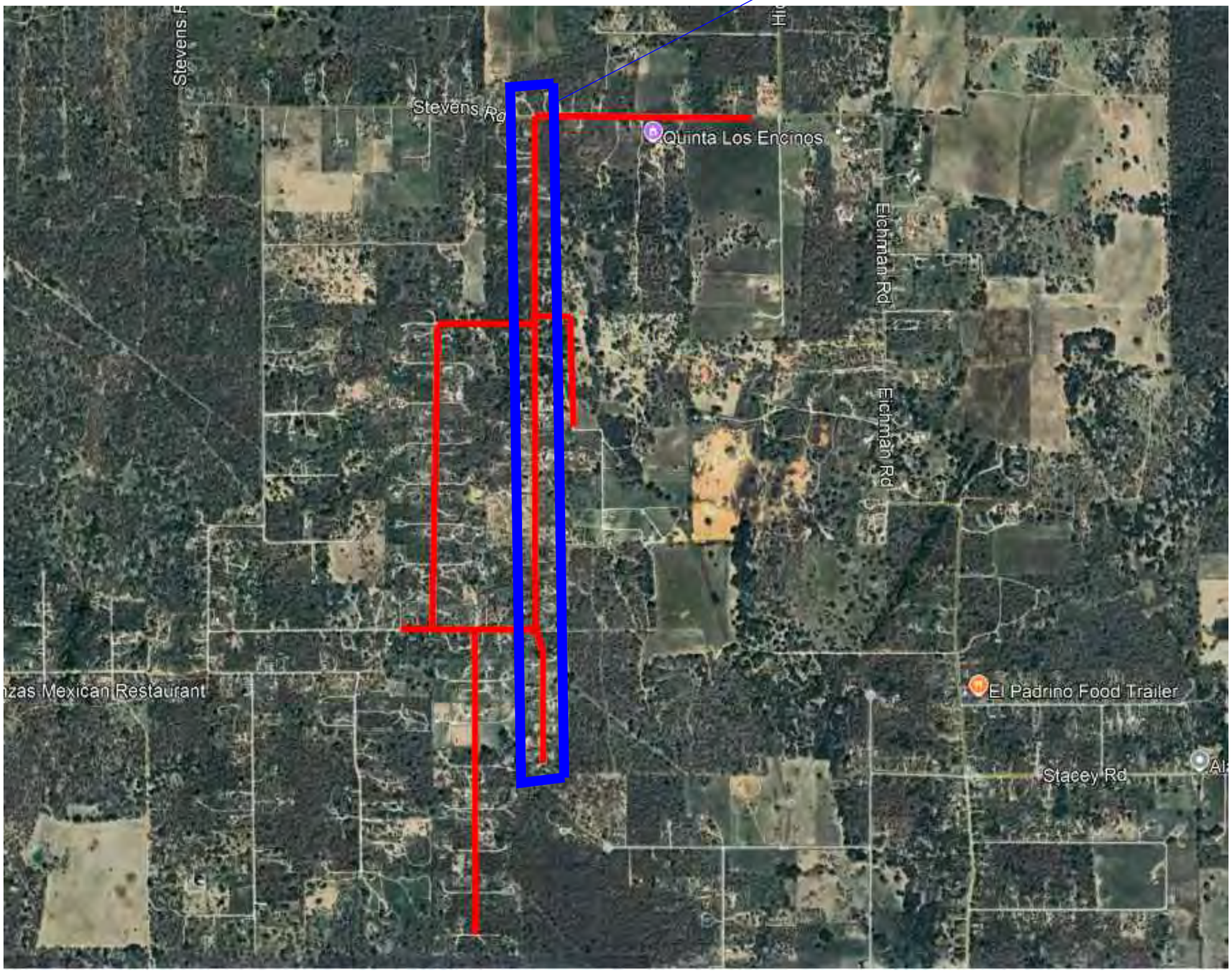
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



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HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 5

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)

108' BORE 1-1.25" DUCT
322

PLACE 3'X3'X3' BP

131' BORE 1-1.25" DUCT

3'

50'
25'
22'

PLACE 17"X30" HH
575 UNIT 2

50' BORE 1-1.25" DUCT

PLACE 11"X11" FP

PLACE 3'X3'X3' BP
575 UNIT 1

44' BORE 1-1.25" DUCT

610

277' BORE 1-1.25" DUCT

605

MARBACH RD

638

635

PLACE 11"X11" FP

PLACE 3'X3'X3' BP

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

33' BORE 1-1.25" DUCT

PLACE 17"X30" HH

664

275' BORE 1-1.25" DUCT

SEE SHEET 7

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

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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 #7

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

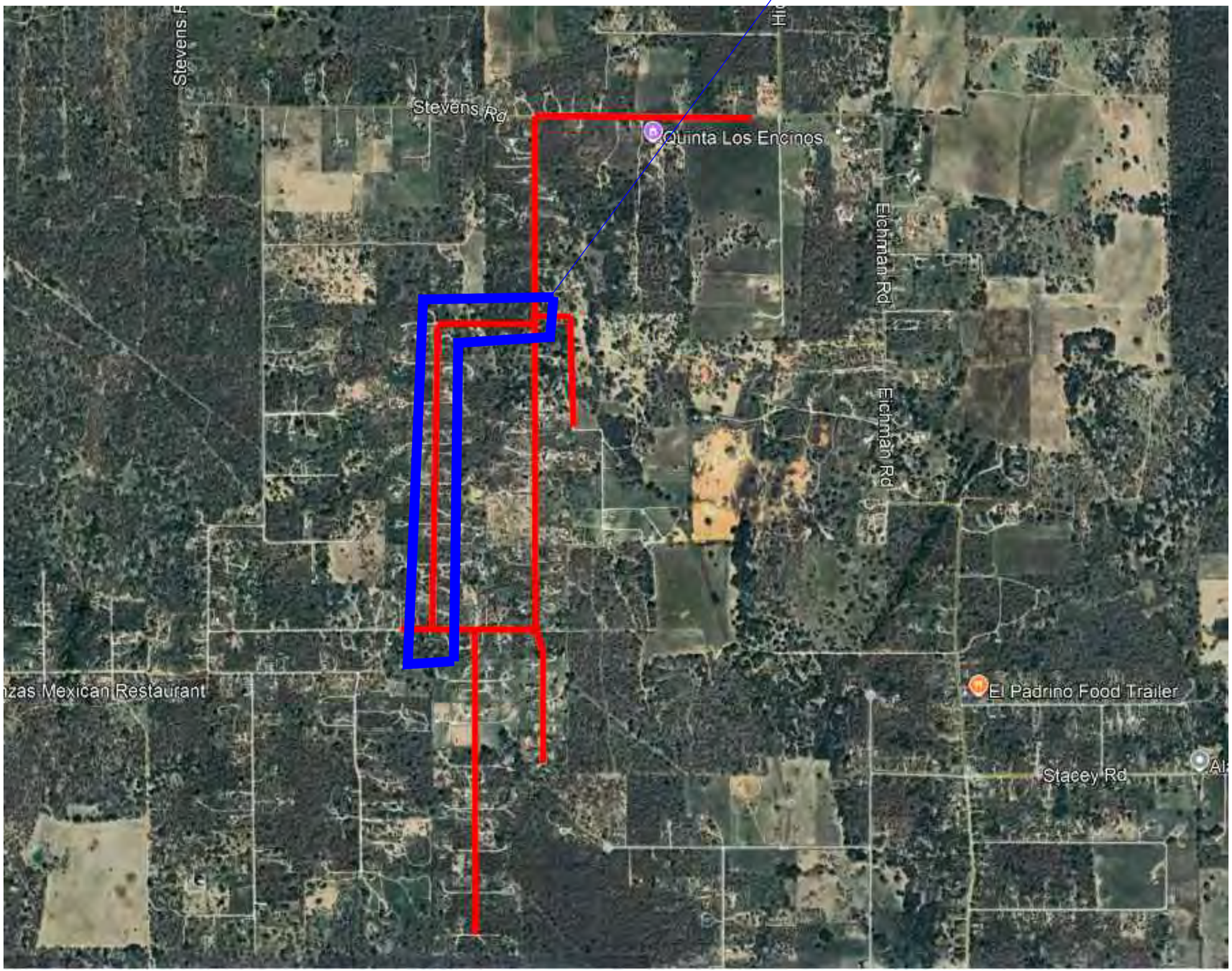
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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: 325-944-9905	PAGE: 1 OF 13

SEE SHEET 3

Know what's below.
Call before you dig.

595

247' BORE 1-1.25" DUCT

PLACE 24"X36" HH

PLACE 11"X11" FP

54' BORE 1-1.25" DUCT

559

556

287' BORE 1-1.25" DUCT

545

540

RANCH RD

PLACE 11"X11" FP

PLACE 17"X30" HH

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

287' BORE 1-1.25" DUCT

489

500

60'
30'
27'
3'
EOP
(1)(1.25)

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 5

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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

Crestway - 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

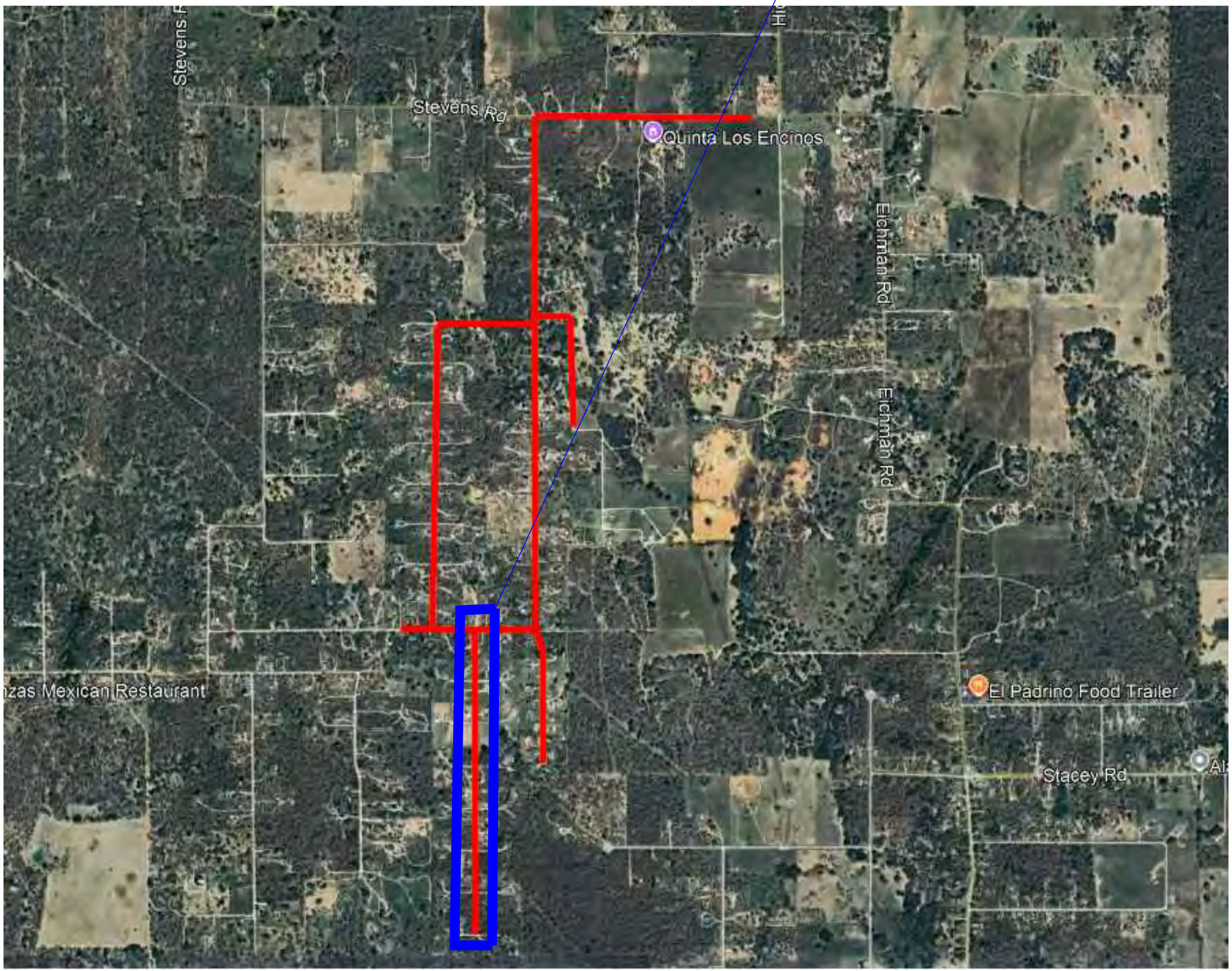
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

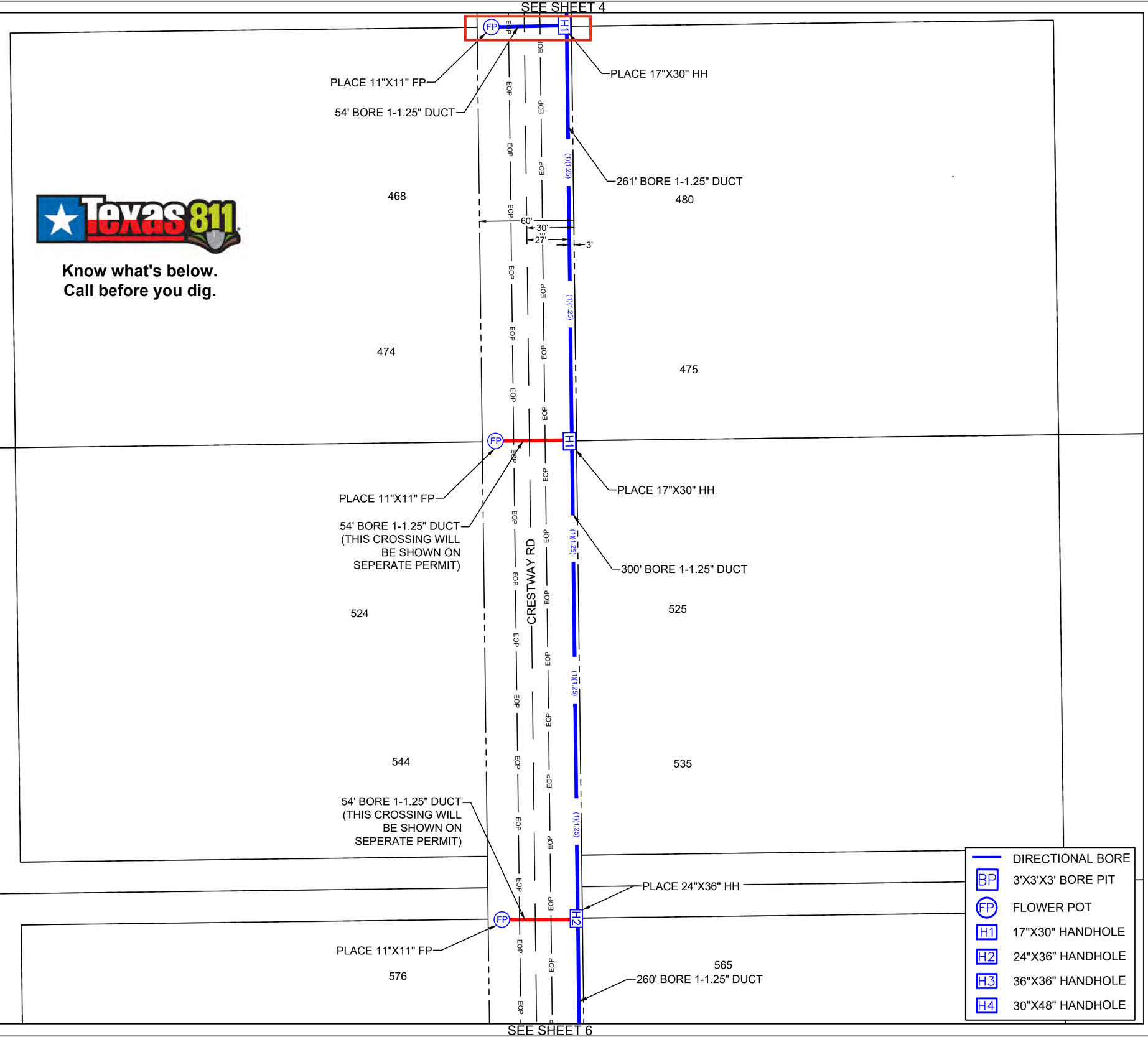
HOUSLEY GROUP

FRONTIER

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

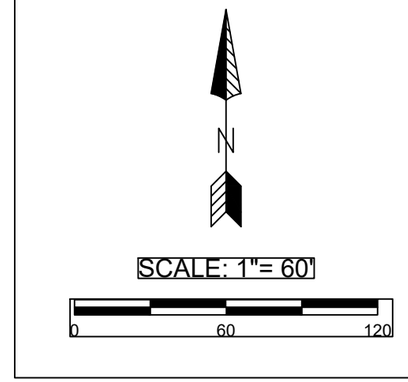
SEE SHEET 4



SEE SHEET 6

Texas 811

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

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

HOUSLEY GROUP

FRONTIER

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: 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 #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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

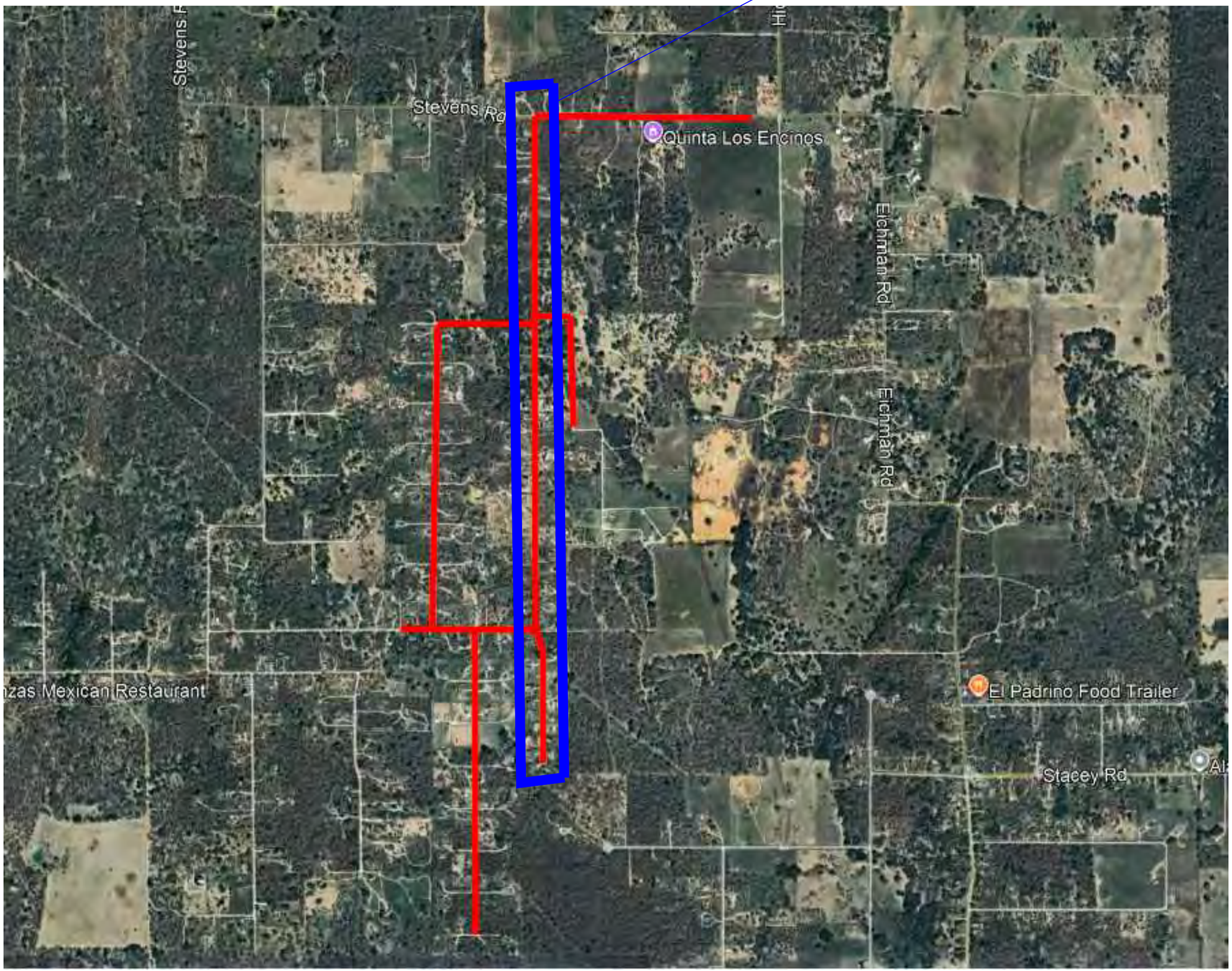
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

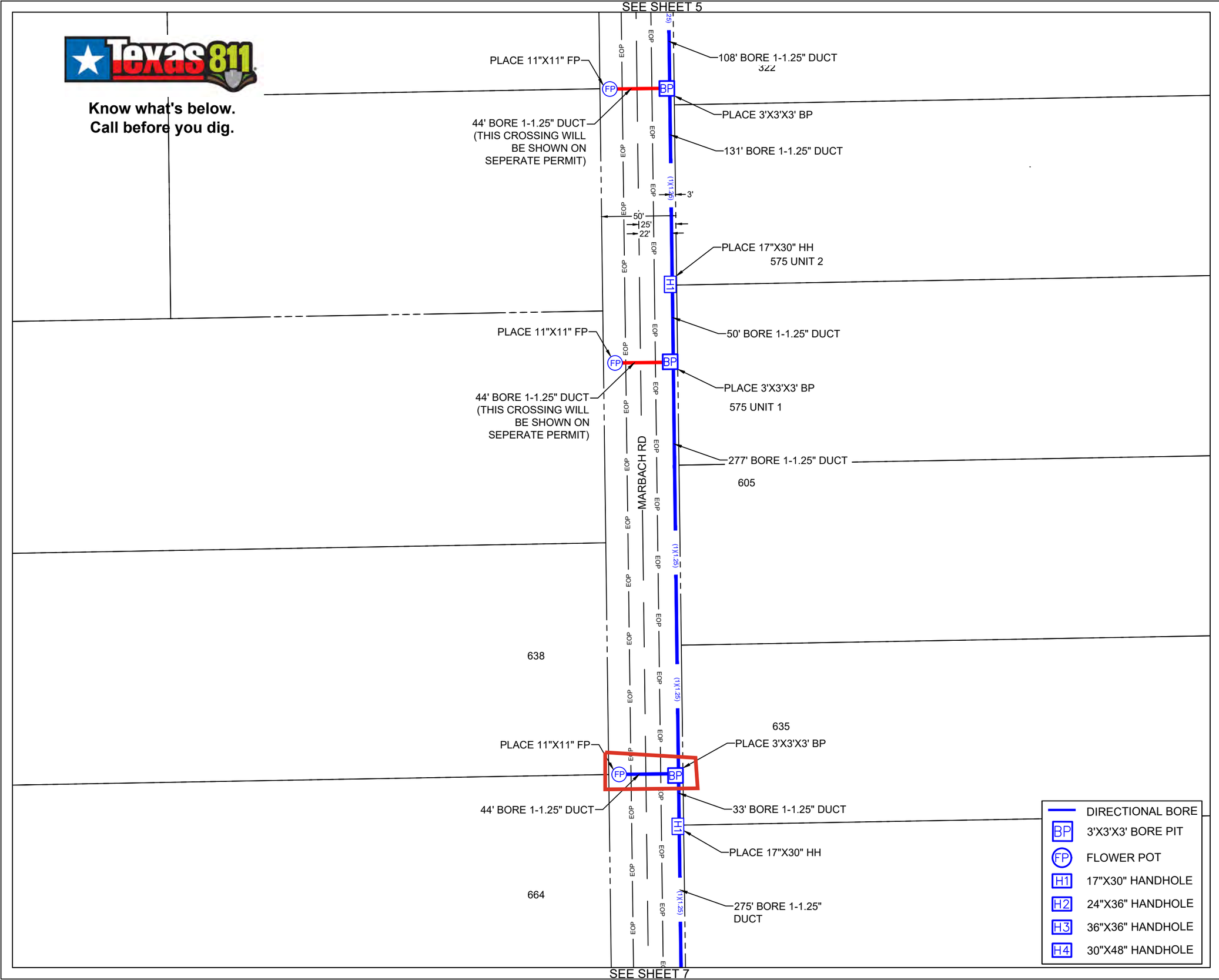
FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 5

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

SEE SHEET 7

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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 #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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

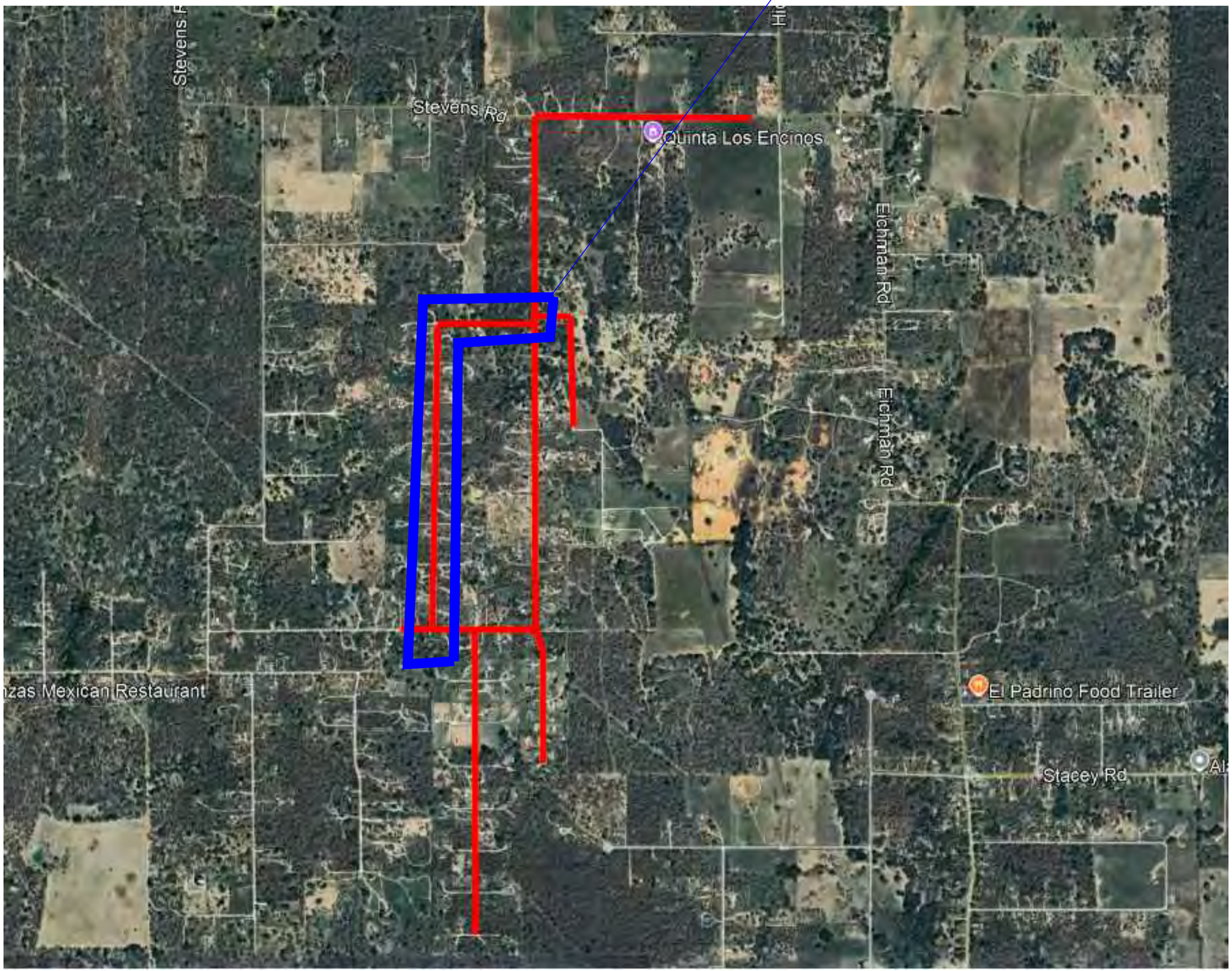
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

FRONTIER

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: 325-944-9905	PAGE: 1 OF 13

SEE SHEET 3

595

247' BORE 1-1.25" DUCT

PLACE 24"X36" HH

PLACE 11"X11" FP

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

559

556

287' BORE 1-1.25" DUCT

545

540

RANCH RD

PLACE 11"X11" FP

PLACE 17"X30" HH

54' BORE 1-1.25" DUCT

287' BORE 1-1.25" DUCT

489

500

60'
30'
3'
27'
EOP
(1)(1.25)

H1 H2 FP

SEE SHEET 5

Know what's below.
Call before you dig.

N

SCALE: 1"= 60'

0 60 120

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

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

HOUSLEY GROUP

FRONTIER

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

Crestway - 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

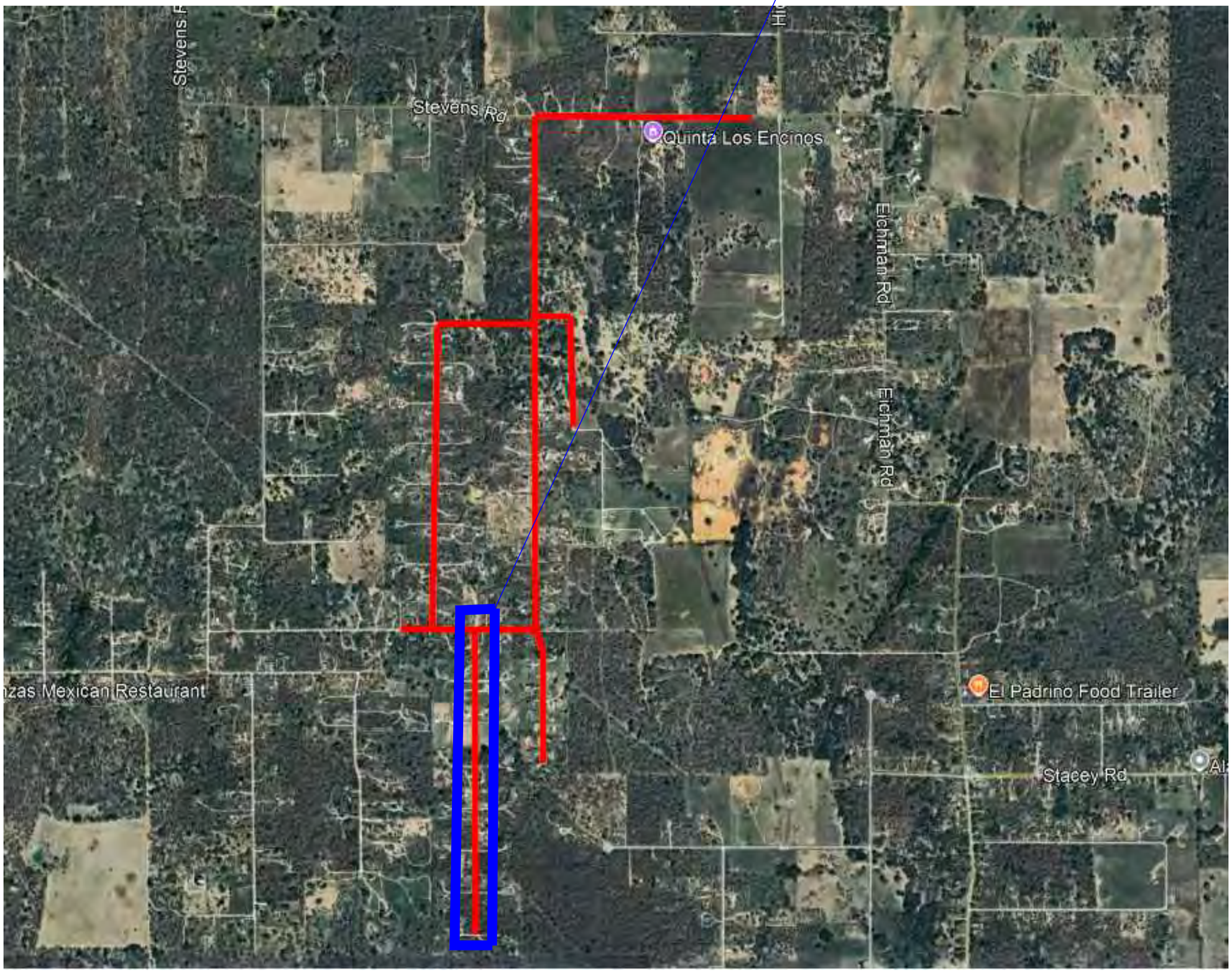
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

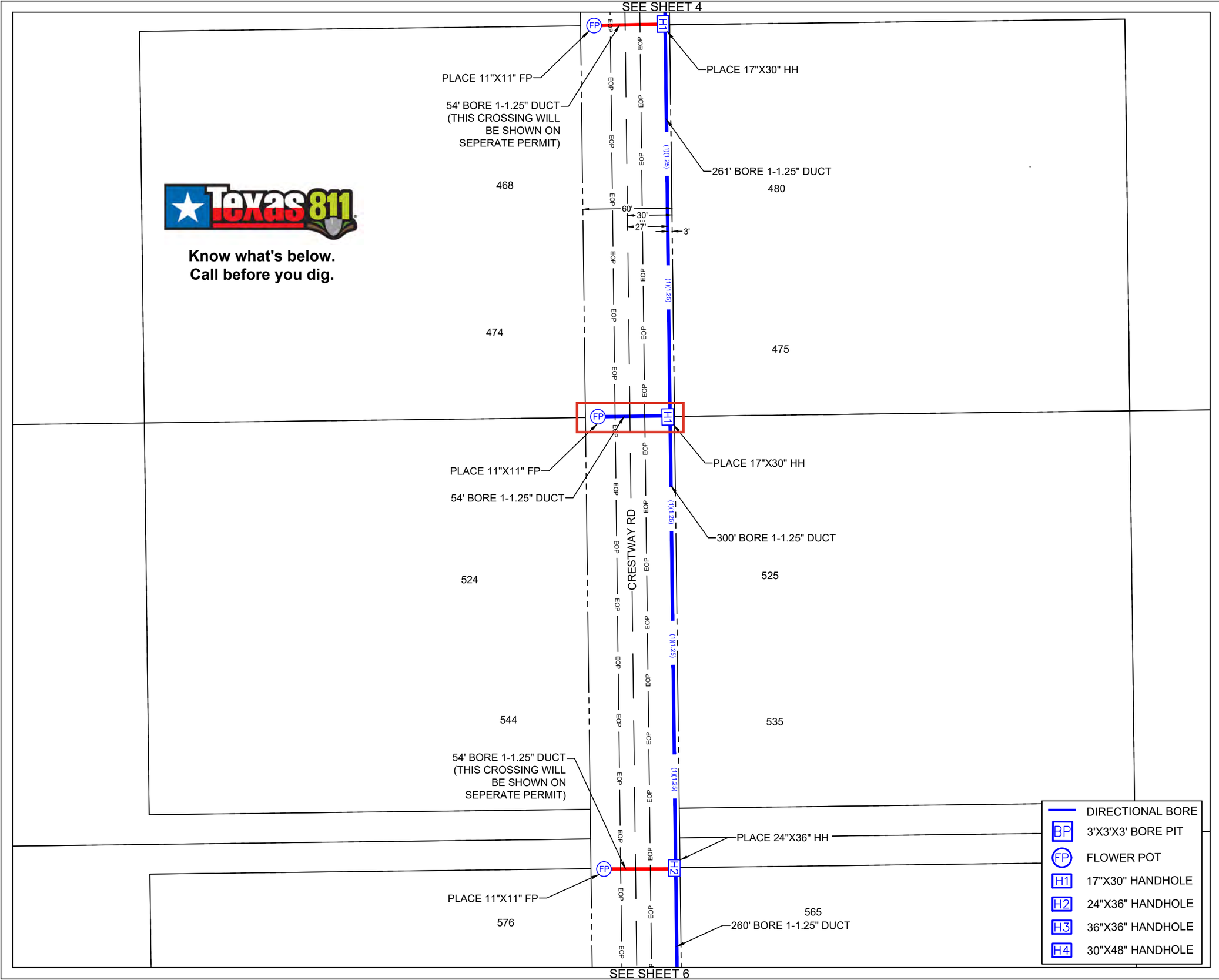
HOUSLEY GROUP

FRONTIER

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

SEE SHEET 4



SEE SHEET 6

Texas 811

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

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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: 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 #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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

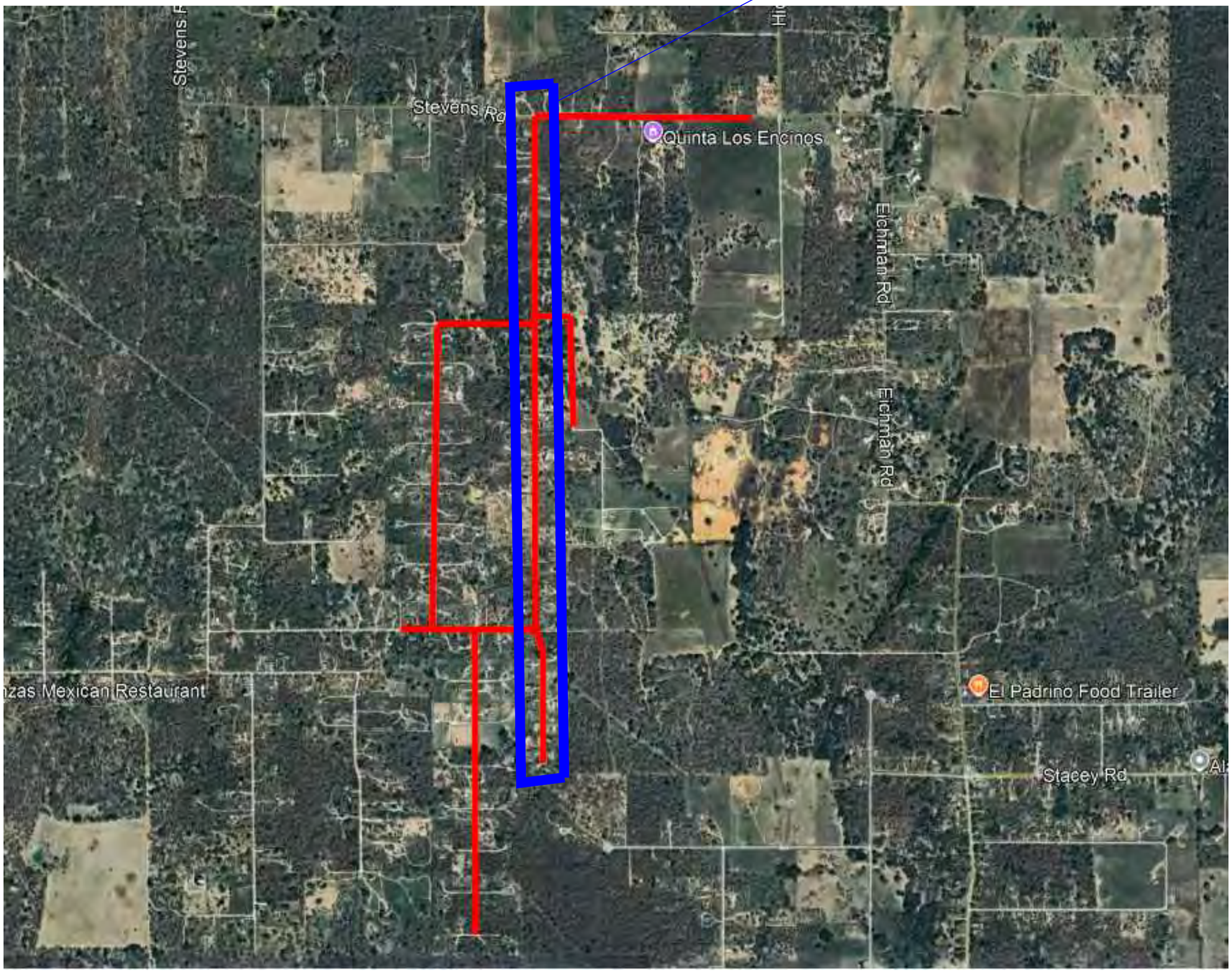
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 6

Texas 811

Know what's below.
Call before you dig.

706

679

MARBACH RD

EOP

(1)(1.25)

275' BORE 1-1.25" DUCT

PLACE 11"X11" FP

PLACE 24"X36" HH

FP

H2

707

44' BORE 1-1.25" DUCT

151' BORE 1-1.25" DUCT

718

735

PLACE 11"X11" FP

PLACE 3'X3'X3' BP

FP

BP

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

31' BORE 1-1.25" DUCT

H1

PLACE 17"X30" HH

754

755

237' BORE 1-1.25" DUCT

50'

25'

22'

3'

(1)(1.25)

765

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

PLACE 17"X30" HH

FP

H1

PLACE 11"X11" FP

290' BORE 1-1.25" DUCT

SEE SHEET 8

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'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

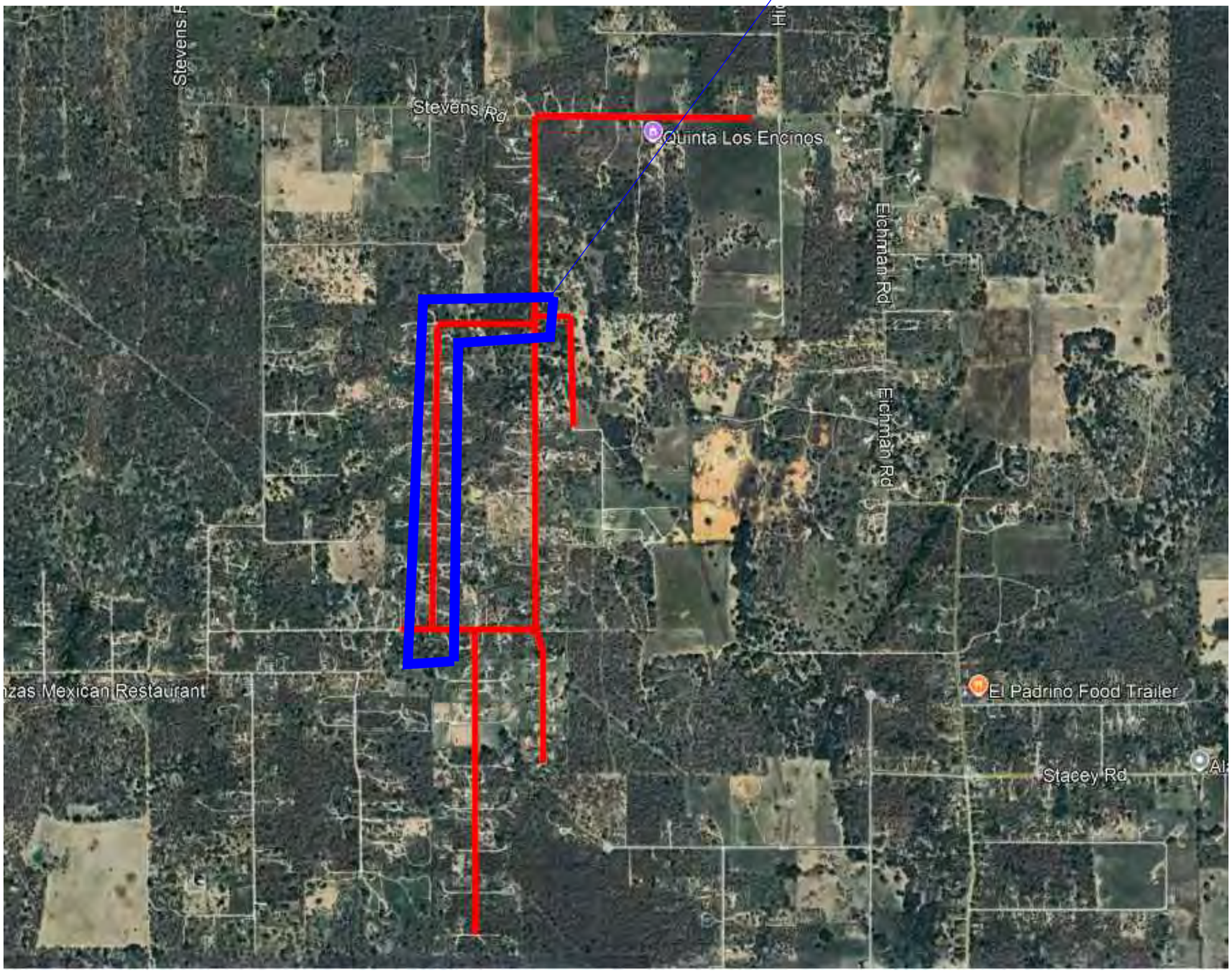
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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: 325-944-9905	PAGE: 1 OF 13

SEE SHEET 4

Know what's below.
Call before you dig.

287' BORE 1-1.25" DUCT

PLACE 17"X30" HH

497' BORE 1-1.25" DUCT

480

PLACE 11"X11" FP

54' BORE 1-1.25" DUCT

457

452

467

472

385

380

375

332

RANCH RD

3'

60'

30'

27'

PLACE 24"X36" HH

349

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

PLACE 11"X11" FP

289' BORE 1-1.25" DUCT

(1)1.25

EOP

SEE SHEET 6

N

SCALE: 1"= 60'

0 60 120

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

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

HOUSLEY GROUP

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RANCH RD - 5320504

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INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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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

Crestway - 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.

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VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

Jeremiah Castillo
FTTHPERMITTING@HOUSLEY GROUP.COM

Company
By: Housley Group

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Williamson

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

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

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

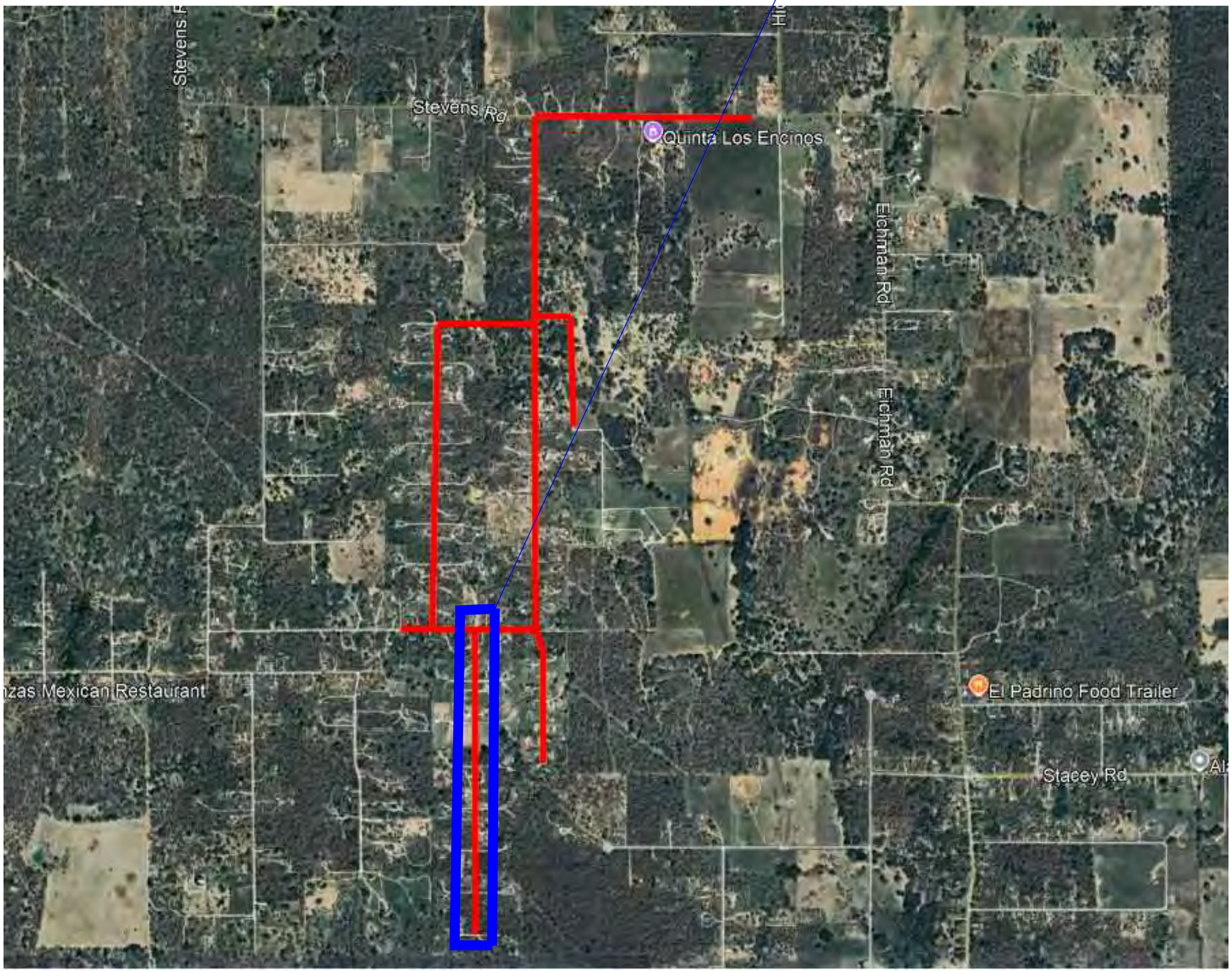
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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

SEE SHEET 4

PLACE 11"X11" FP

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

PLACE 17"X30" HH

261' BORE 1-1.25" DUCT

468

480

474

475

60'
30'
27'
3'

PLACE 11"X11" FP

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

PLACE 17"X30" HH

300' BORE 1-1.25" DUCT

CRESTWAY RD

524

525

544

535

54' BORE 1-1.25" DUCT

PLACE 24"X36" HH

PLACE 11"X11" FP

260' BORE 1-1.25" DUCT

576

565

SEE SHEET 6

Know what's below.
Call before you dig.

N

SCALE: 1"= 60'

0 60 120

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

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

HOUSLEY GROUP

FRONTIER

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: 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

TRACI R MIDDLETON
My Notary ID # 126902627
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

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

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

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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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

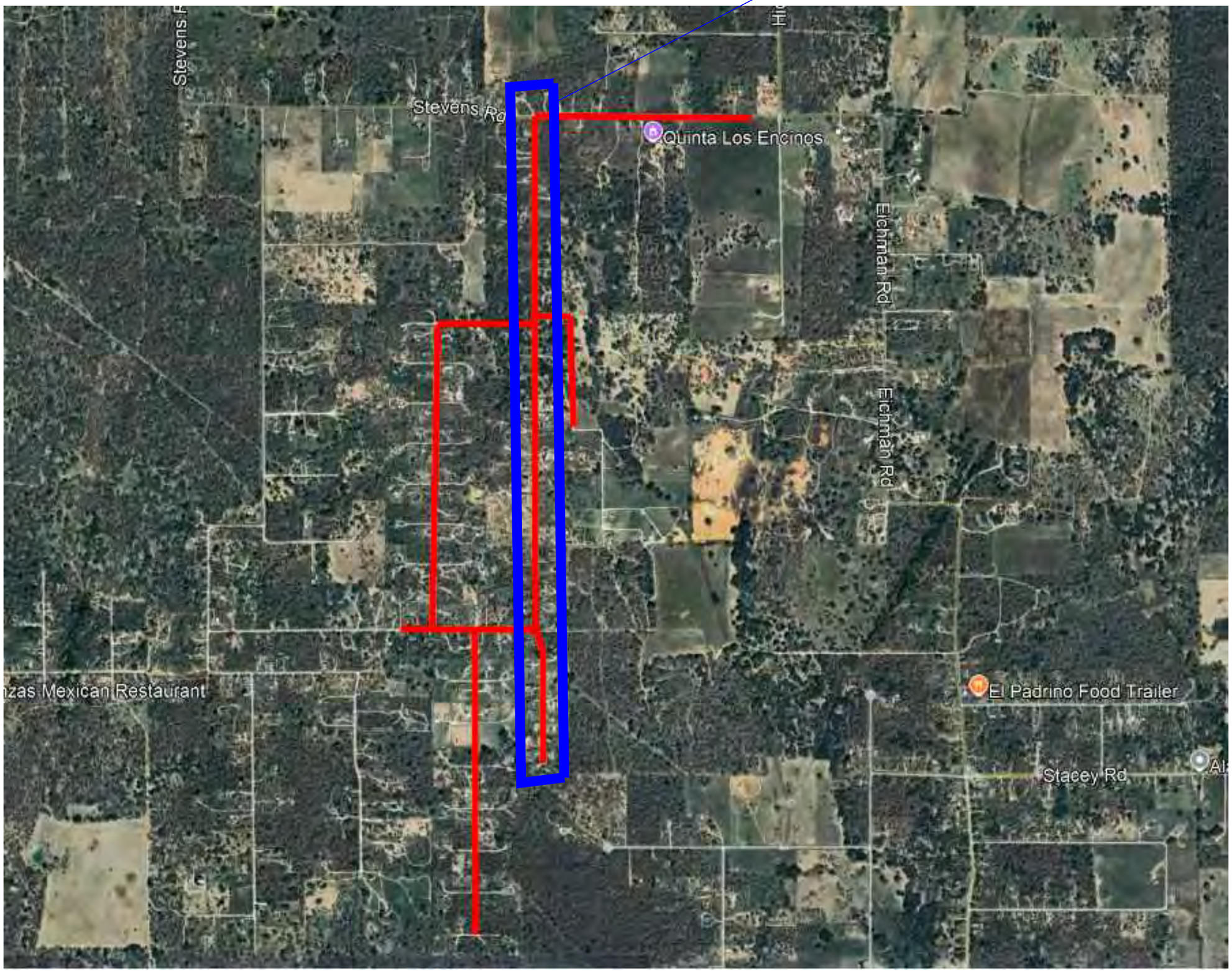
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 6

Know what's below.
Call before you dig.

706

679

MARBACH RD

EOP

(1)(1.25)

275' BORE 1-1.25" DUCT

PLACE 11"X11" FP

PLACE 24"X36" HH

FP

H2

707

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

151' BORE 1-1.25" DUCT

718

735

PLACE 11"X11" FP

PLACE 3'X3'X3' BP

FP

BP

44' BORE 1-1.25" DUCT

31' BORE 1-1.25" DUCT

H1

PLACE 17"X30" HH

754

755

237' BORE 1-1.25" DUCT

50'

25'

22'

3'

(1)(1.25)

765

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

PLACE 17"X30" HH

FP

H1

PLACE 11"X11" FP

290' BORE 1-1.25" DUCT

SEE SHEET 8

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'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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.

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

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

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

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

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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 #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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

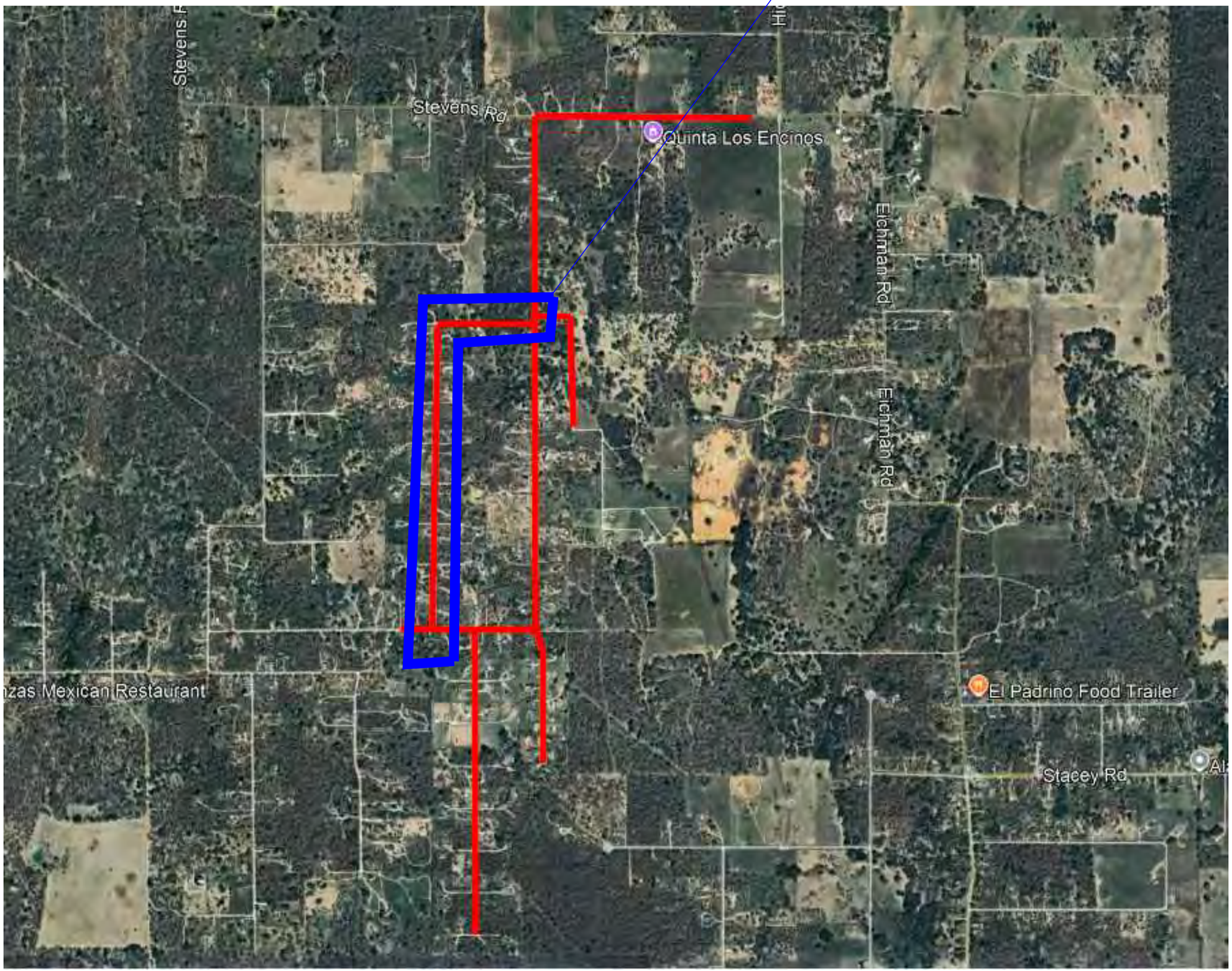
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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: 325-944-9905	PAGE: 1 OF 13

SEE SHEET 4

287' BORE 1-1.25" DUCT

480

PLACE 11"X11" FP

H1

FP

PLACE 17"X30" HH

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

497' BORE 1-1.25" DUCT

(1)1.25

EOP

457

452

(1)1.25

467

472

(1)1.25

3'

60'

30'

27'

385

380

(1)1.25

RANCH RD

375

332

(1)1.25

PLACE 24"X36" HH

54' BORE 1-1.25" DUCT

349

370

H2

FP

PLACE 11"X11" FP

289' BORE 1-1.25" DUCT

(1)1.25

SEE SHEET 6

Know what's below.
Call before you dig.

N

SCALE: 1"= 60'

0 60 120

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

FRONTIER

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: 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.

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 #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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

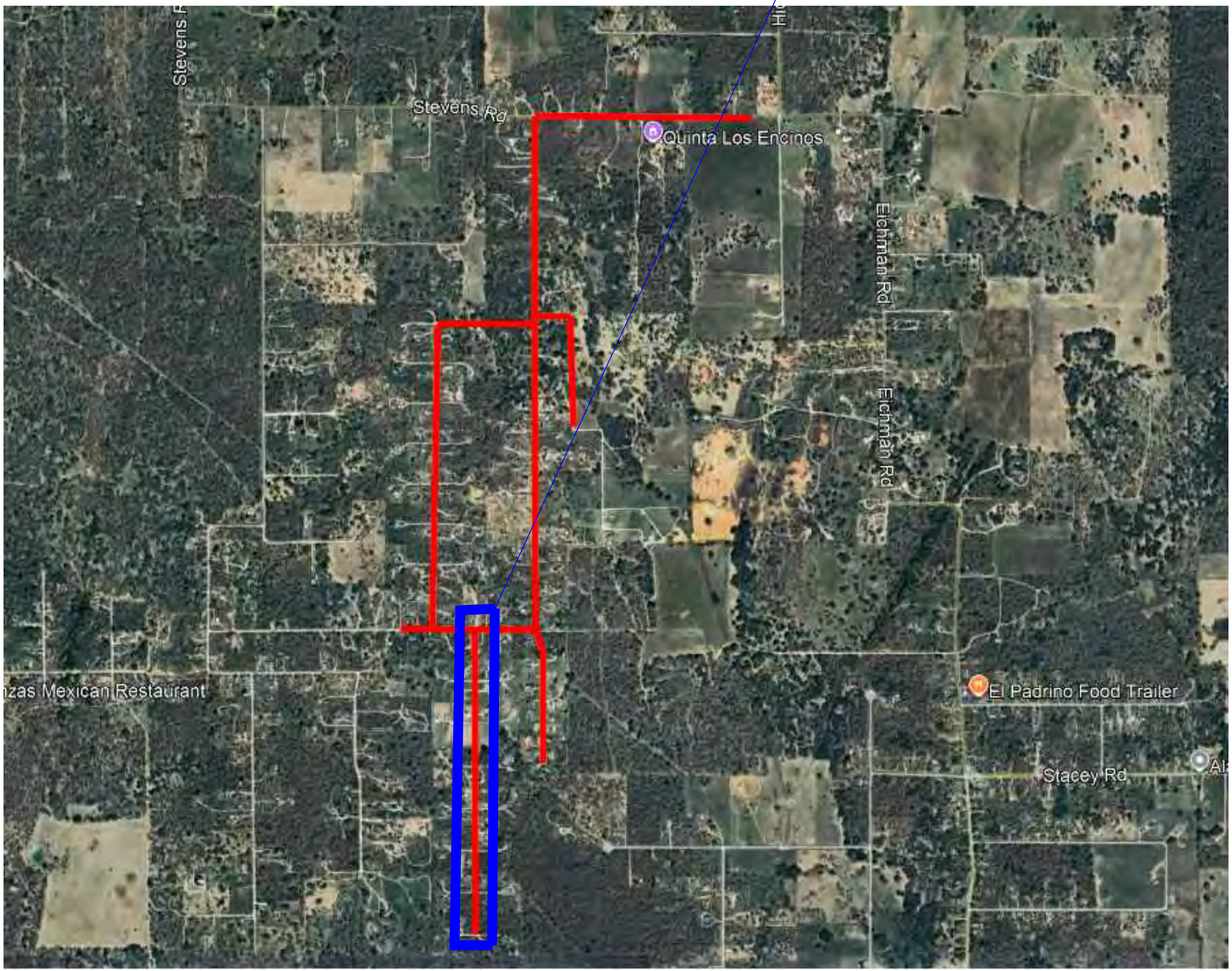
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

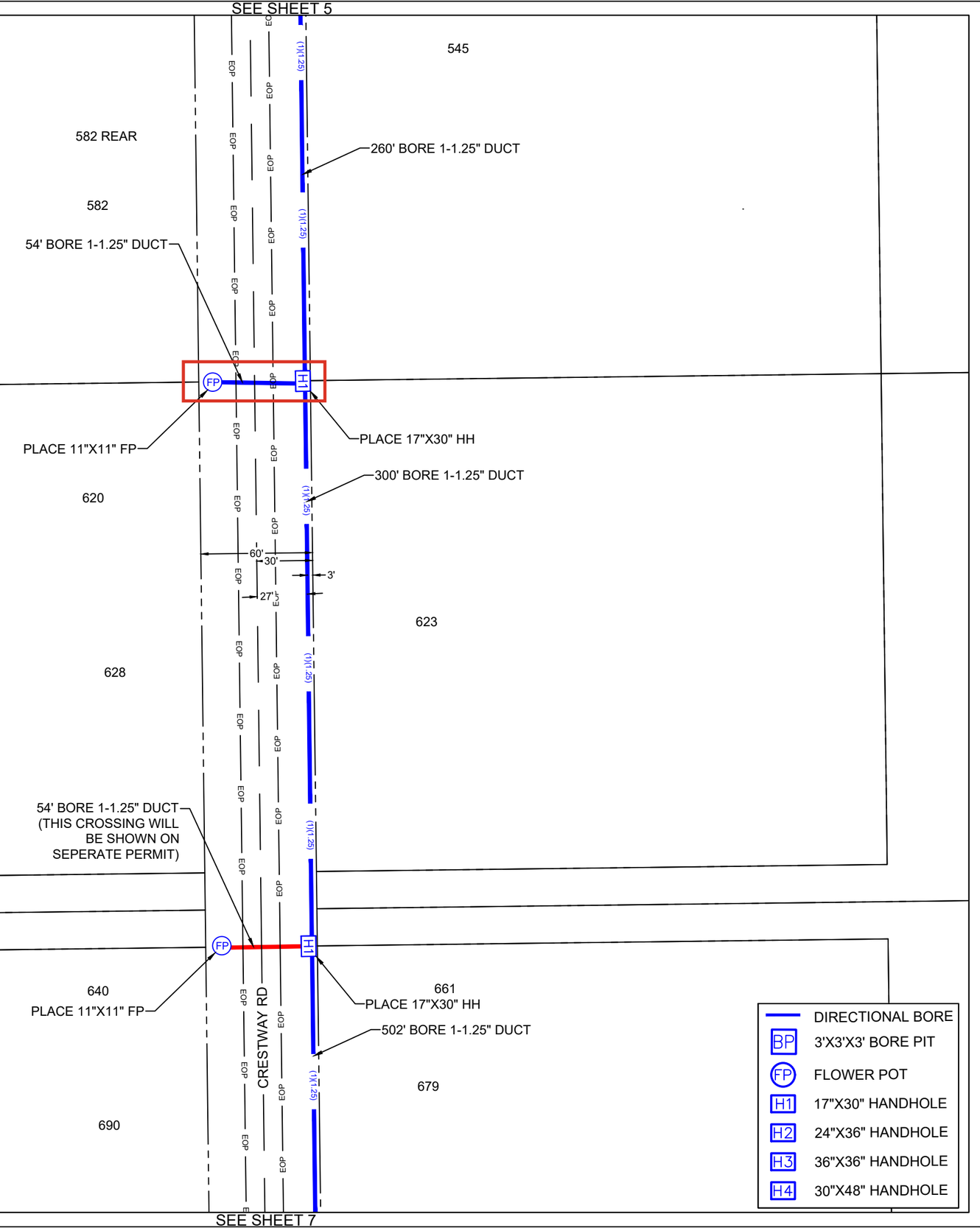
ATASCOSA COUNTY
CRESTWAY RD - 5320504

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

SEE SHEET 5

Texas 811

Know what's below.
Call before you dig.



SEE SHEET 7

N

SCALE: 1"= 60'

0 60 120

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

- 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

HOUSLEY GROUP

FRONTIER

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: 6 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

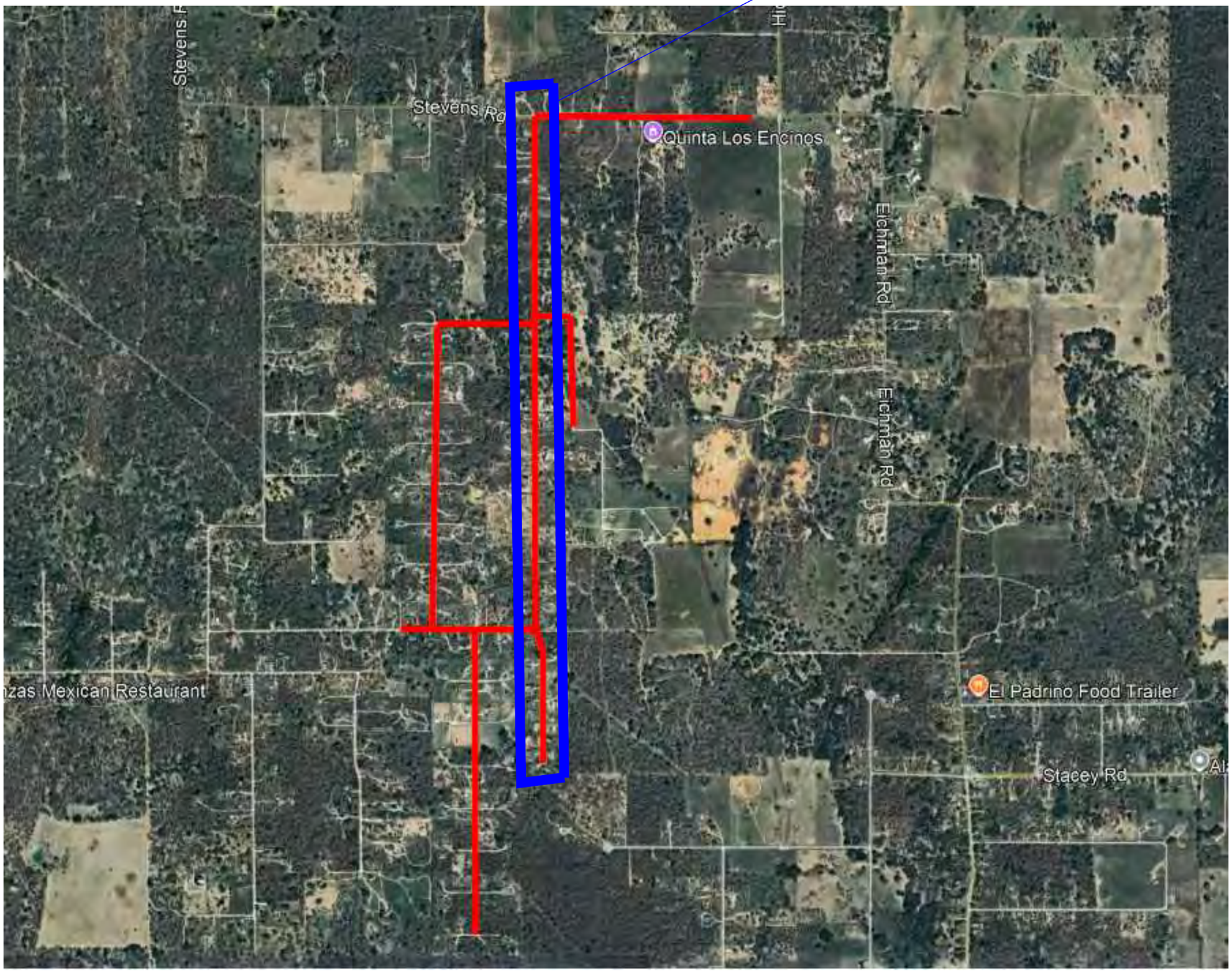
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



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HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 6

Texas 811

Know what's below.
Call before you dig.

706

679

MARBACH RD

EOP

(1)(1.25)

275' BORE 1-1.25" DUCT

PLACE 11"X11" FP

FP

PLACE 24"X36" HH

H2

707

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

151' BORE 1-1.25" DUCT

718

735

PLACE 11"X11" FP

PLACE 3'X3'X3' BP

BP

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

31' BORE 1-1.25" DUCT

H1

PLACE 17"X30" HH

754

755

237' BORE 1-1.25" DUCT

50'

25'

22'

3'

(1)(1.25)

765

44' BORE 1-1.25" DUCT

PLACE 17"X30" HH

PLACE 11"X11" FP

290' BORE 1-1.25" DUCT

SEE SHEET 8

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'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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 #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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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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5. After the 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

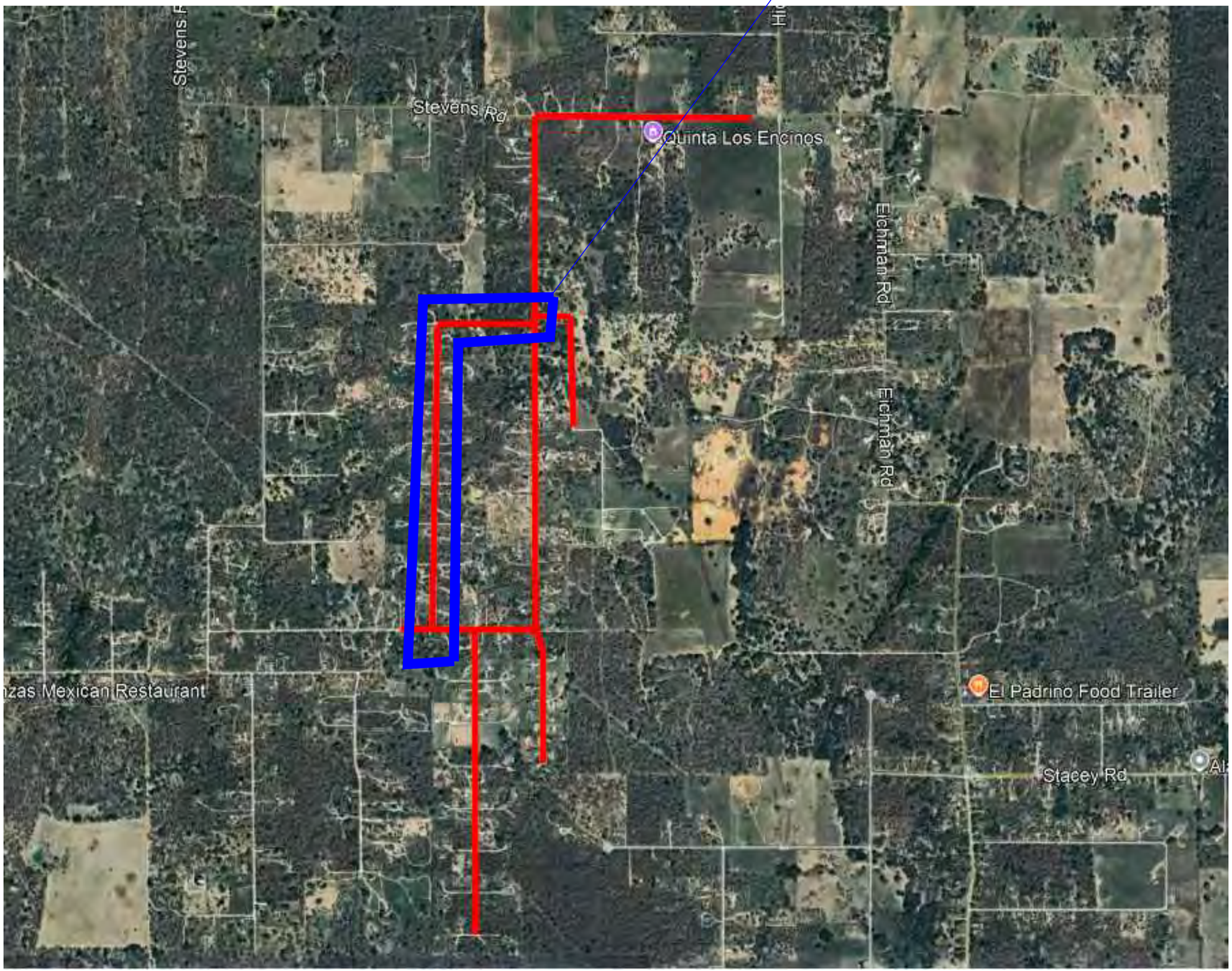
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

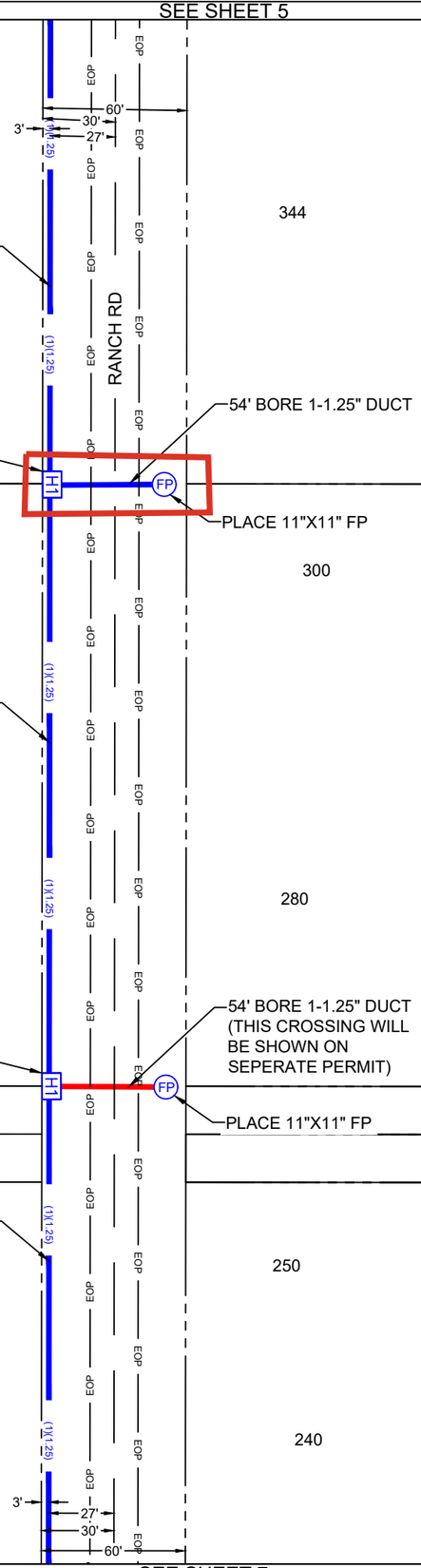
ATASCOSA COUNTY
RANCH RD - 5320504

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: 325-944-9905	PAGE: 1 OF 13

SEE SHEET 5

Texas 811

Know what's below.
Call before you dig.



SEE SHEET 7

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

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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: 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

Crestway - 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

661 Crestway, Somerset, TX 78069 29.14294, -98.64833

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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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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

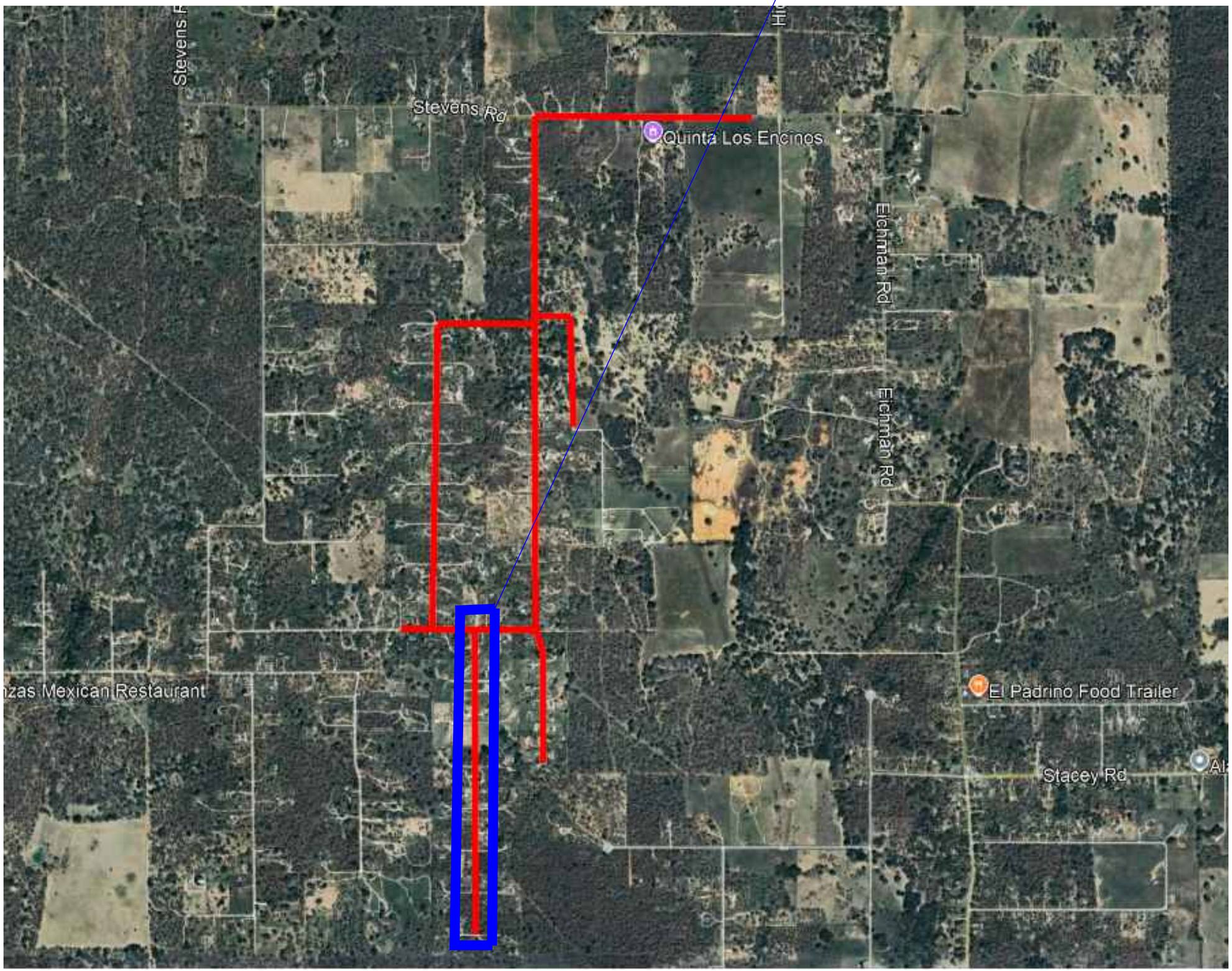
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

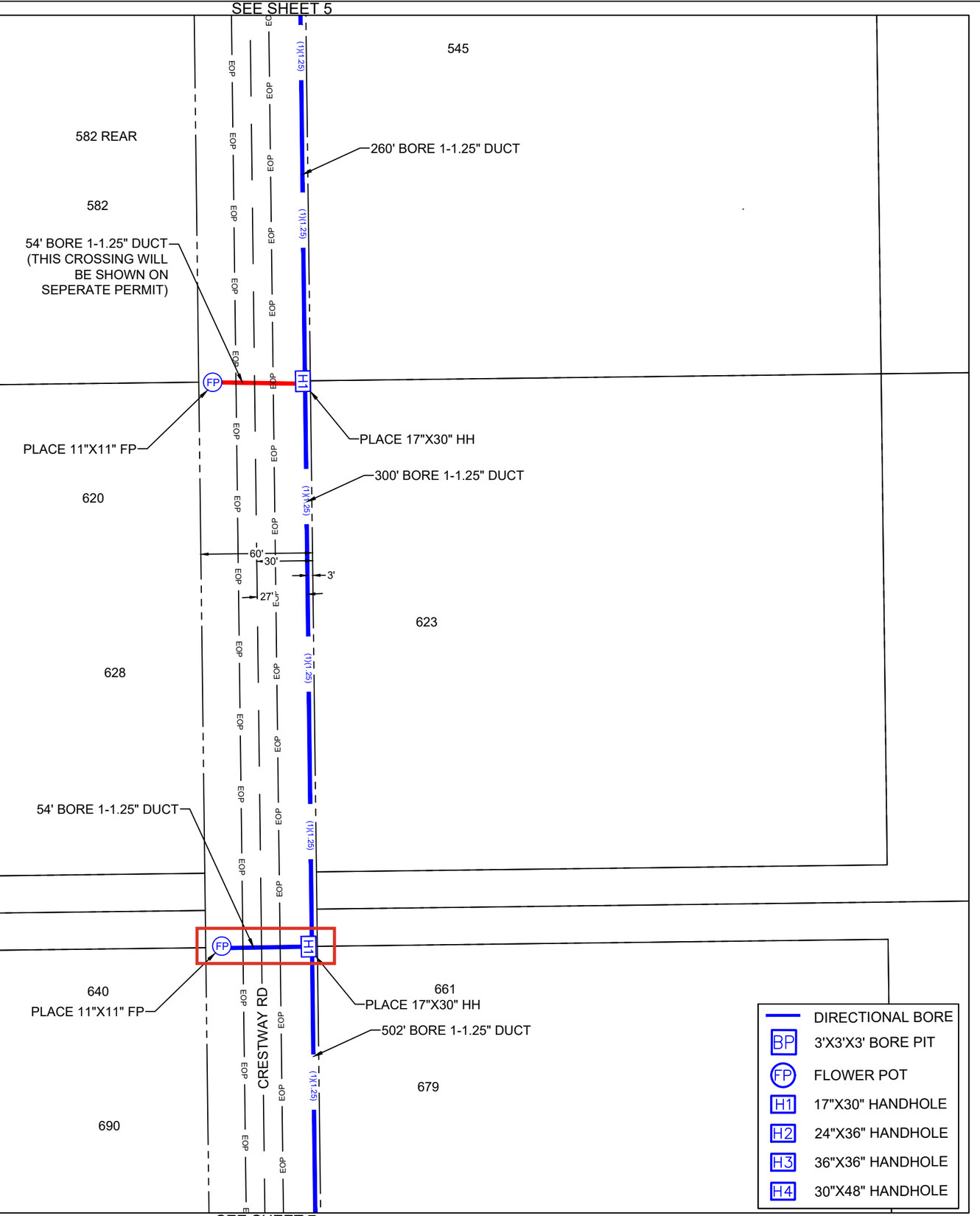
FRONTIER

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

SEE SHEET 5

Know what's below.
Call before you dig.



SEE SHEET 7

N

SCALE: 1"= 60'

0 60 120

SPECIAL NOTES

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- FP — FLOWER POT
- H1 — 17"X30" HANDHOLE
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HOUSLEY GROUP

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ATASCOSA COUNTY
CRESTWAY RD - 5320504

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SCALE: 1:60	PHONE: 512-759-5352	PAGE: 6 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.

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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

Marbach Rd - Cross #12

County Road **Commissioner Pct. No.** 2

ATASCOSA COUNTY PIPELINE PERMIT

✓ **ORIGINAL APPLICATION** ____ **AMENDMENT** ____ **6 MONTH EXTENSION**

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

I.

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

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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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

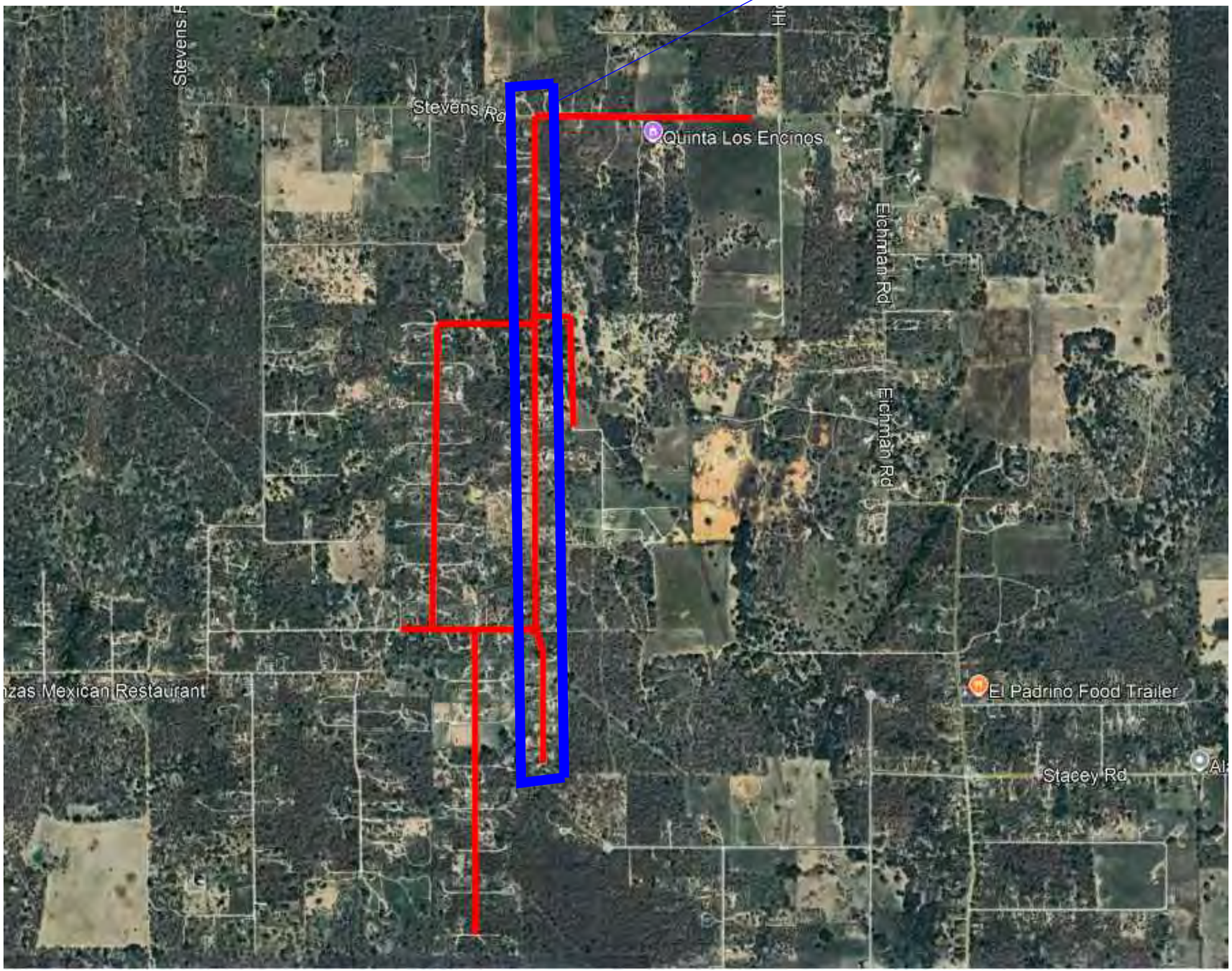
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



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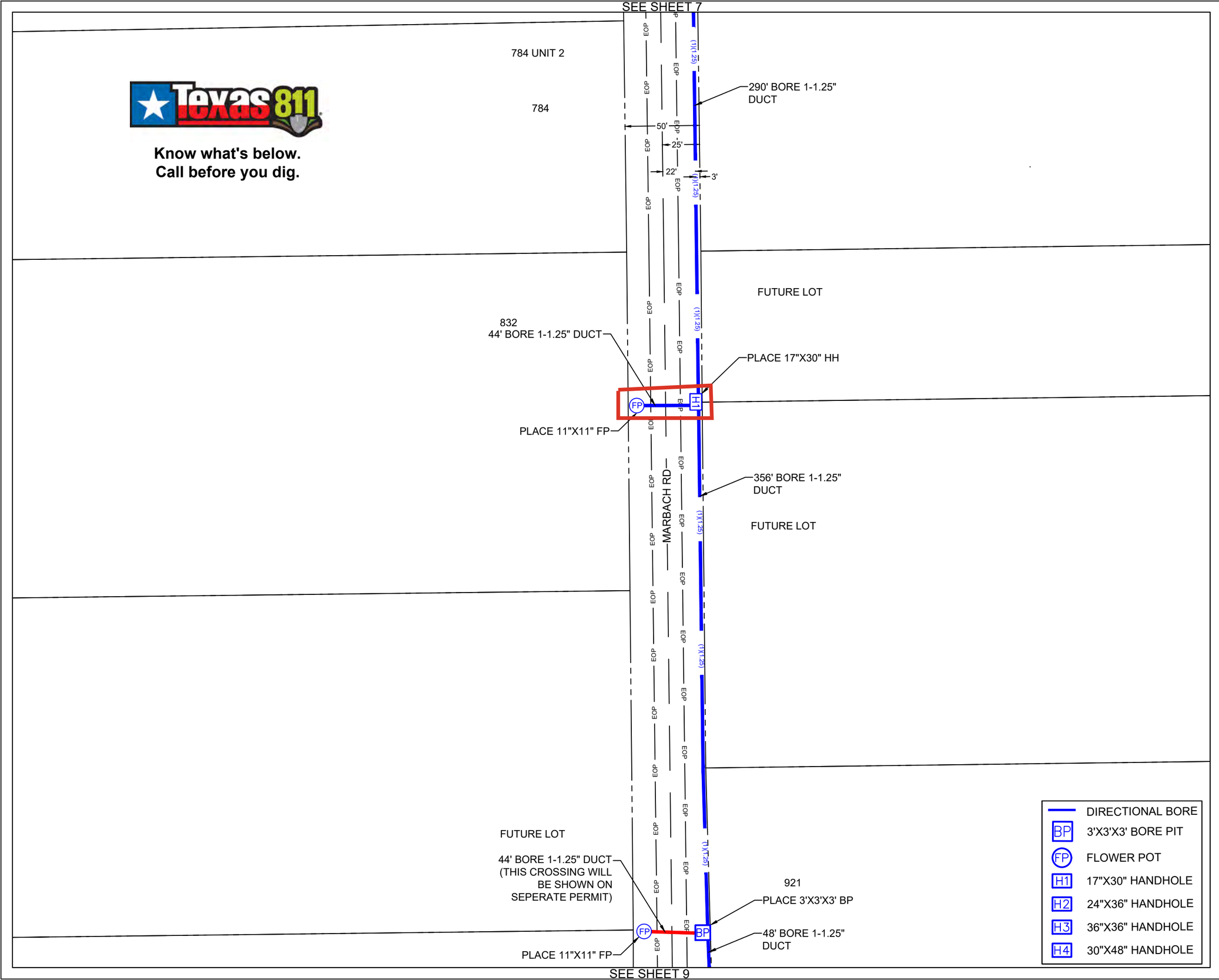
HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8



Know what's below.
Call before you dig.

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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 #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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

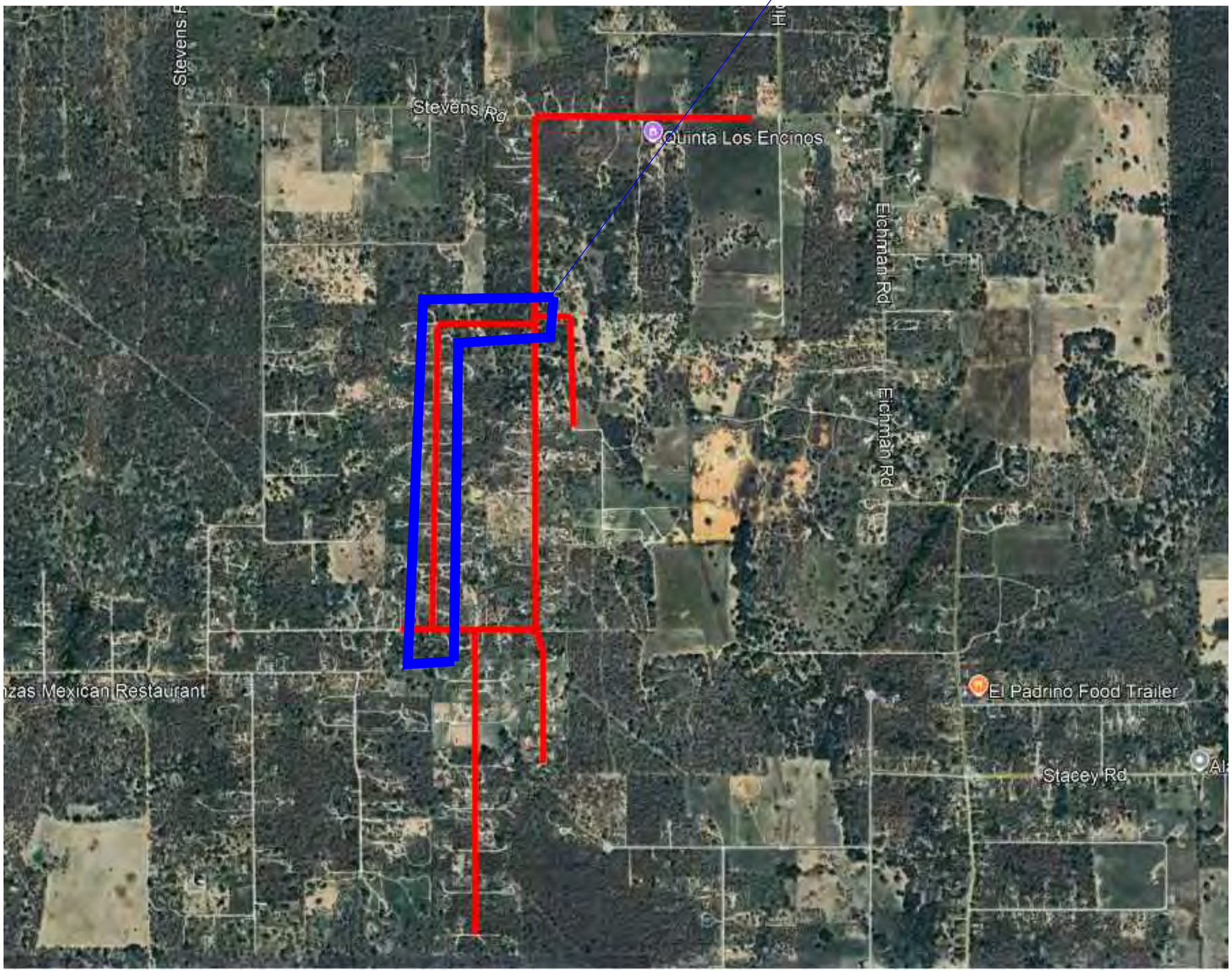
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



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HOUSLEY GROUP

FRONTIER

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: 325-944-9905	PAGE: 1 OF 13

SEE SHEET 5

Know what's below.
Call before you dig.

335

344

289' BORE 1-1.25" DUCT

RANCH RD

EOP

60'
30'
27'
3'

(1)(1.25)

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

PLACE 17"X30" HH

H1

FP

PLACE 11"X11" FP

300

FUTURE LOT

246' BORE 1-1.25" DUCT

267

280

54' BORE 1-1.25" DUCT

PLACE 17"X30" HH

288' BORE 1-1.25" DUCT

250

241

240

SEE SHEET 7

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

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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: 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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

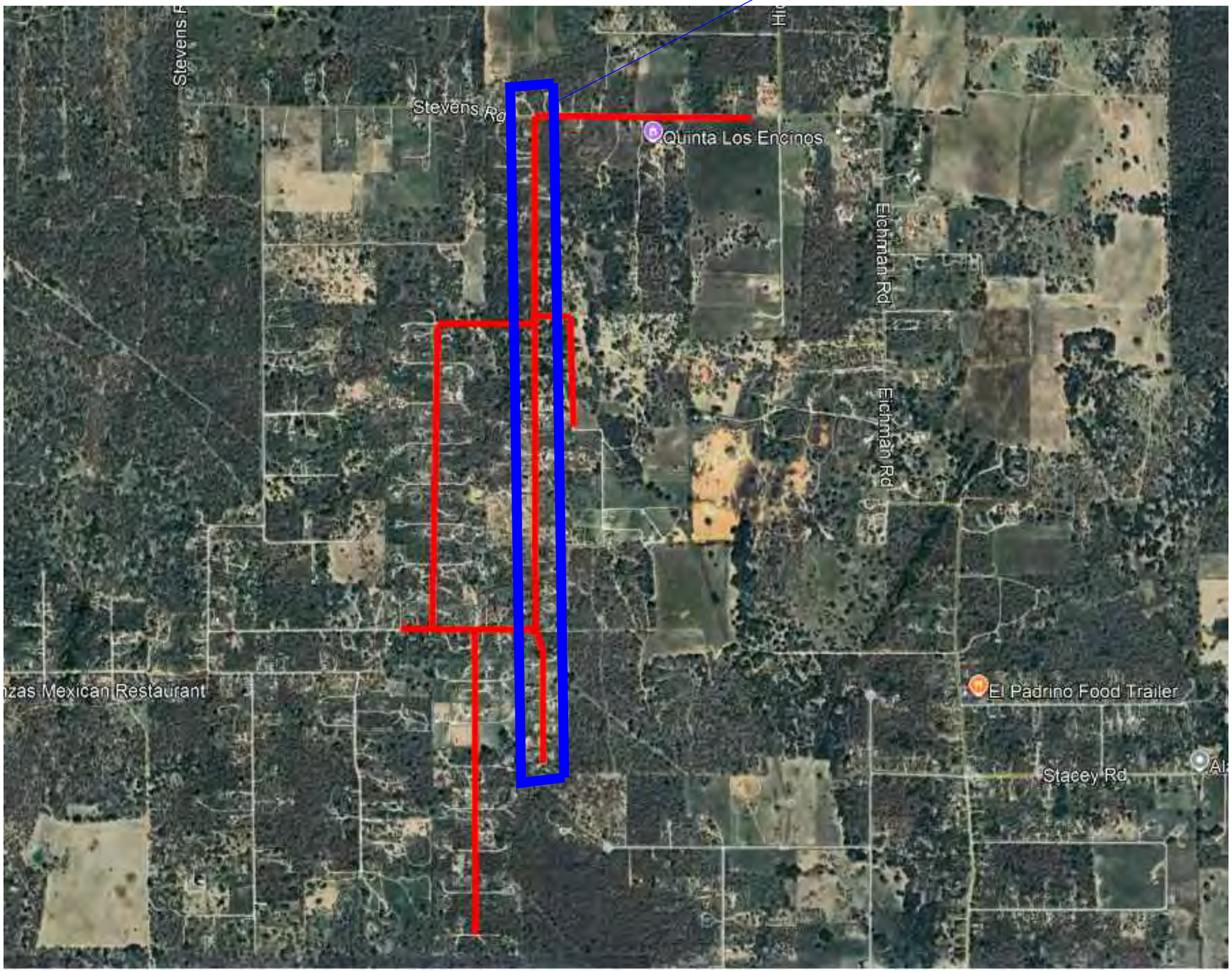
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



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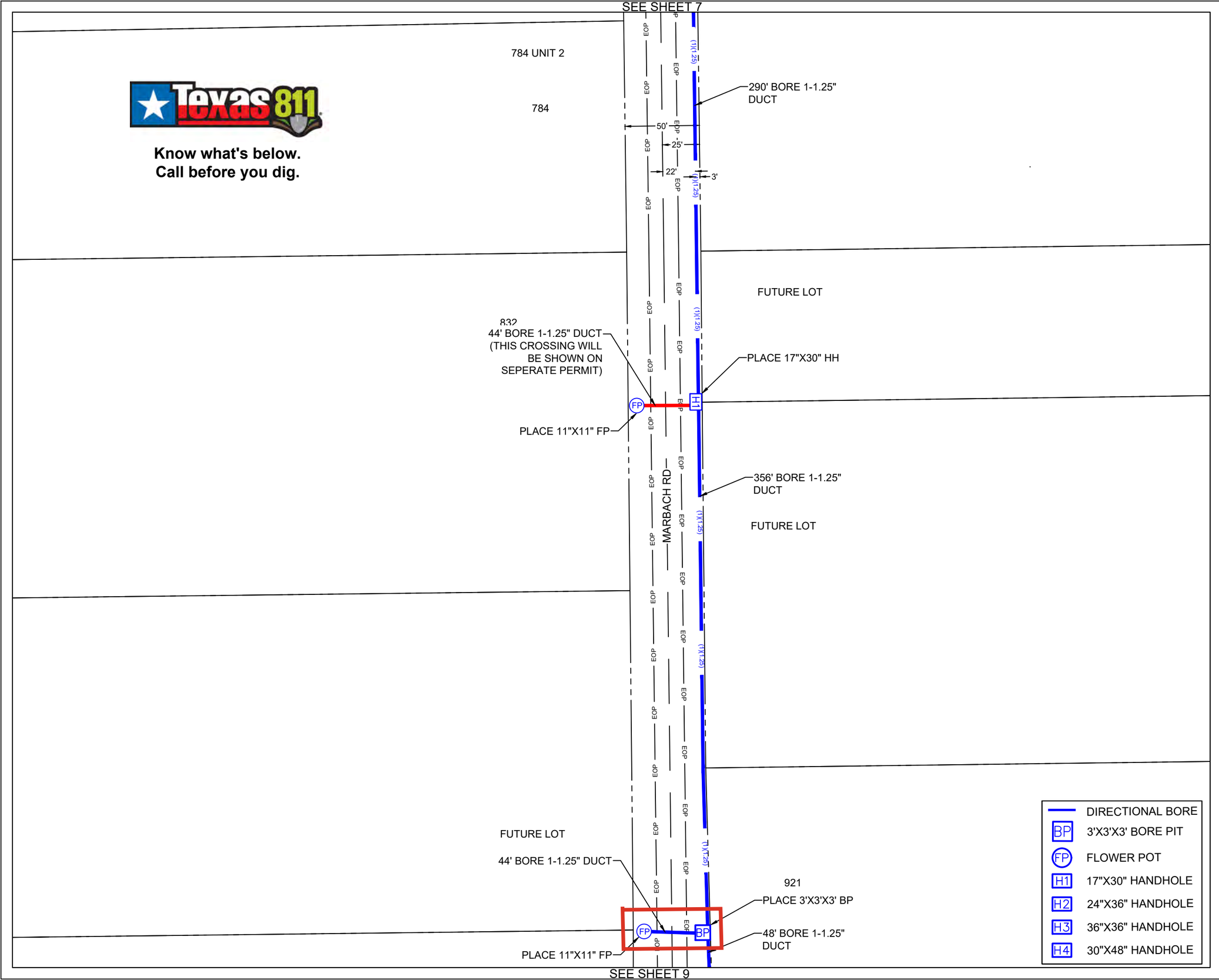
HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8



Texas 811

Know what's below.
Call before you dig.

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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 #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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

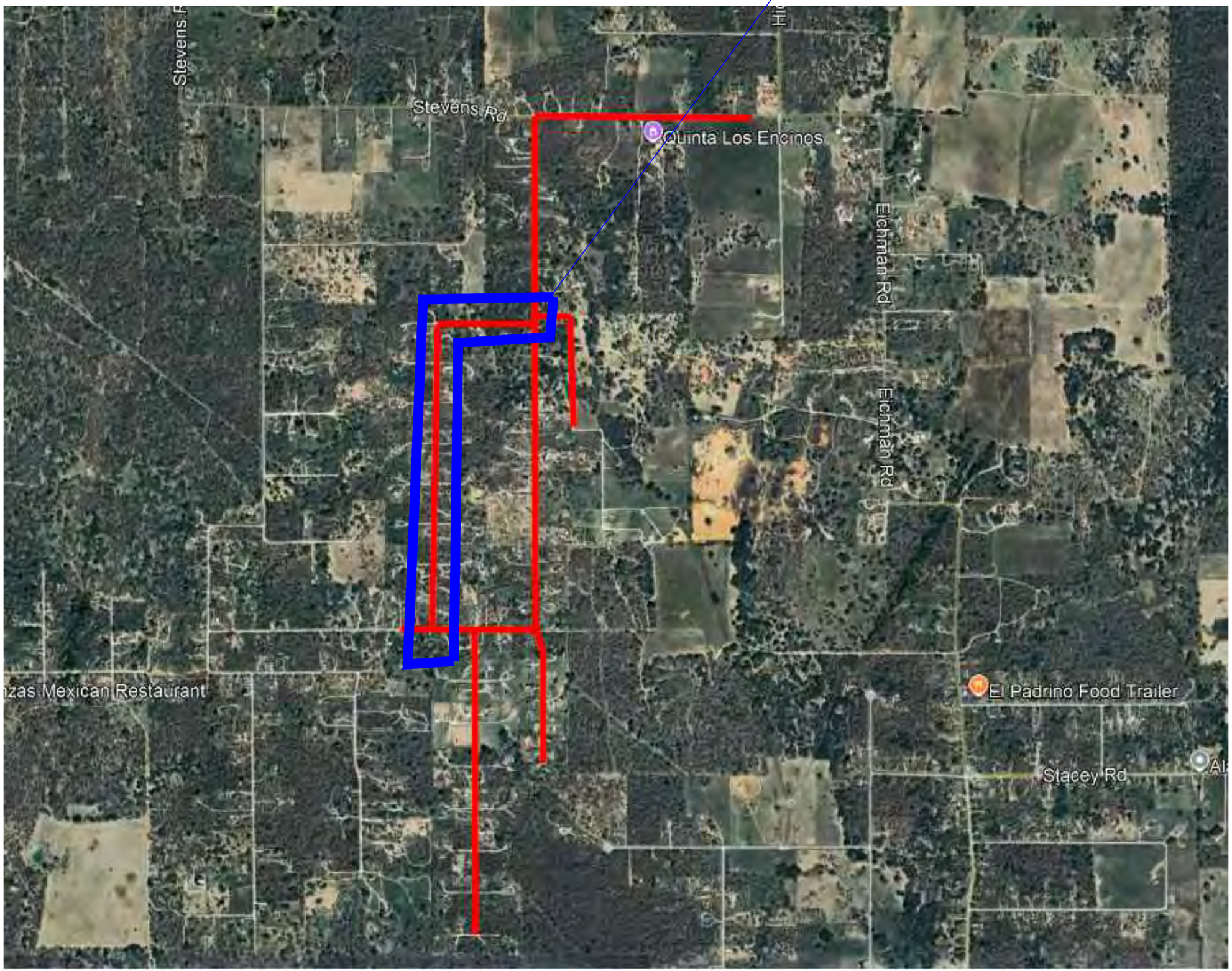
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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: 325-944-9905	PAGE: 1 OF 13

SEE SHEET 6

Know what's below.
Call before you dig.

288' BORE 1-1.25" DUCT

54' BORE 1-1.25" DUCT

PLACE 17"X30" HH

PLACE 11"X11" FP

190

185

286' BORE 1-1.25" DUCT

60'
30'
27'
3'

165

180

RANCH RD

PLACE 24"X36" HH

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

PLACE 11"X11" FP

150

121
517' BORE 1-1.25" DUCT

125

100

GAS PIPELINE

	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 8

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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: 7 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 #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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

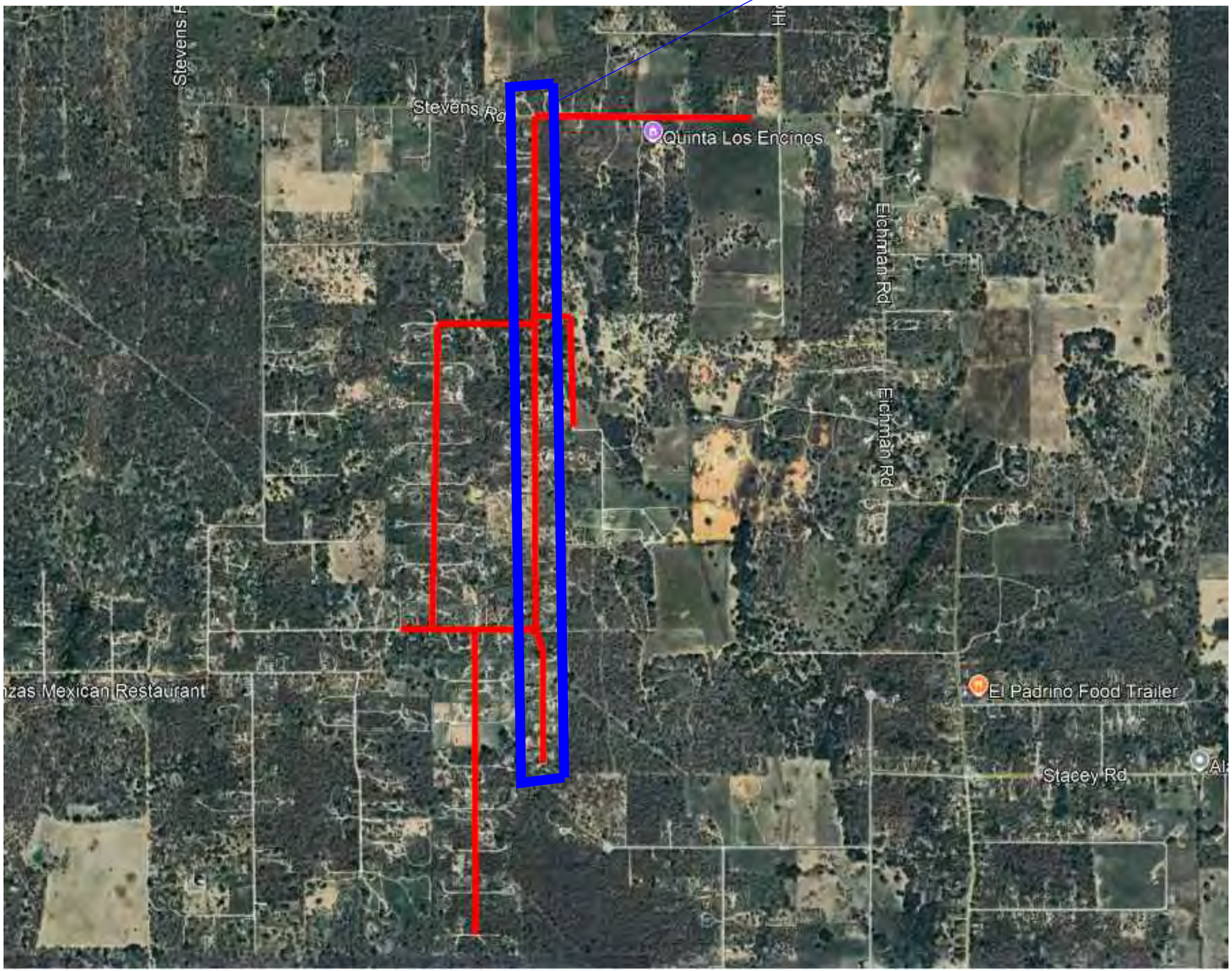
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 8

Texas 811

Know what's below.
Call before you dig.

FUTURE LOT

947

48' BORE 1-1.25" DUCT

PLACE 17"X30" HH

338' BORE 1-1.25" DUCT

-MARBACH RD

44' BORE 1-1.25" DUCT

PLACE 24"X36" HH

PLACE 11"X11" FP

502' BORE 1-1.25" DUCT

1021

1020

1027

50'
25'
22'
3'

EOP

(1)(1.25)

H1 H2 FP

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 10

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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 #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

TRACI R MIDDLETON
My Notary ID # 126902627
Expires May 18, 2029

**********FOR COUNTY USE ONLY**********

County Road: _____ **Comm. Pct. No.:**_____ **Dia. Line** ____

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

By: _____ Weldon P. Cude, **Atascosa County Judge**

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

MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

THEREFORE:

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

$500 FOR BORE CROSSING APPLICATION

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

121 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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

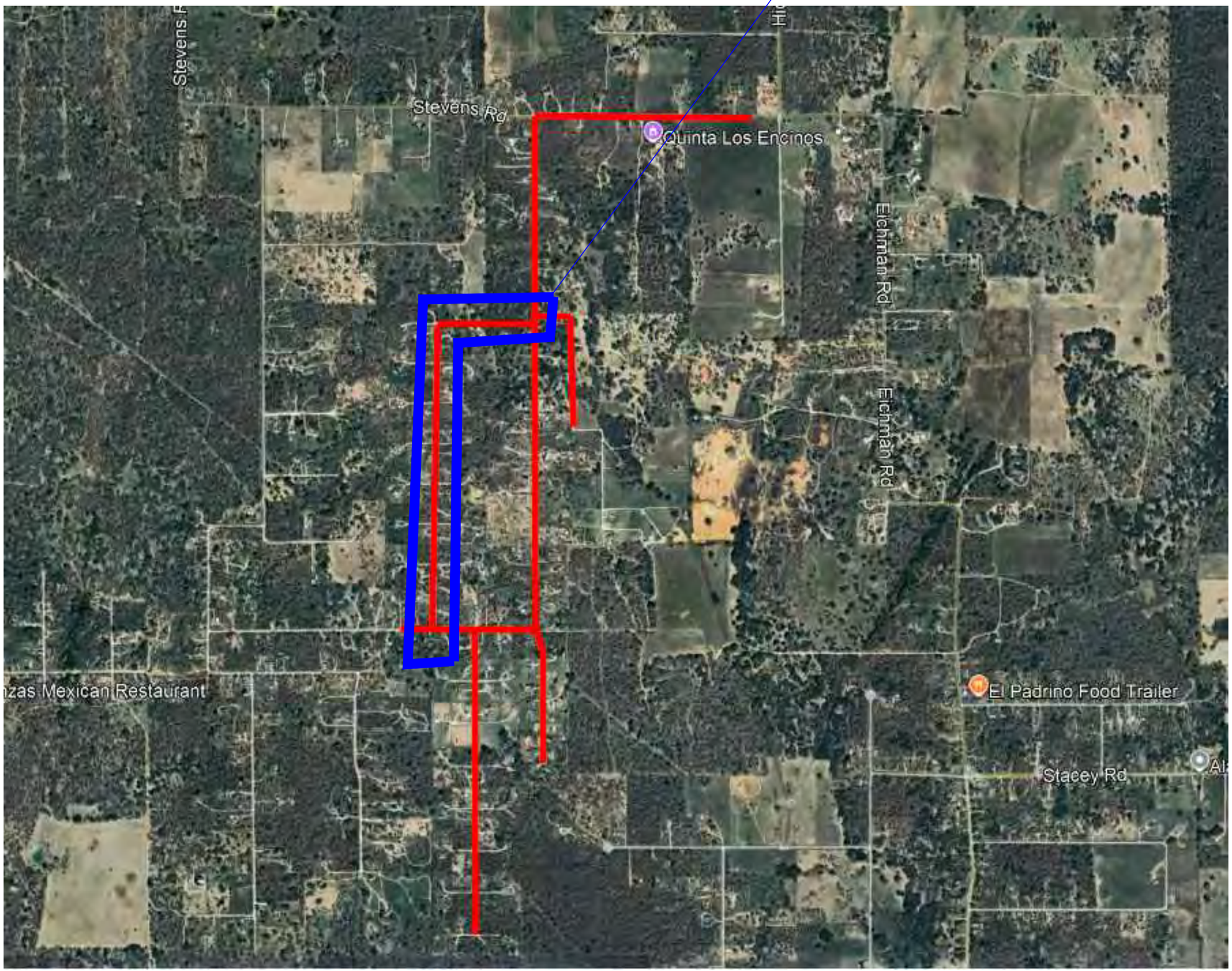
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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: 325-944-9905	PAGE: 1 OF 13

SEE SHEET 6

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

60'
30'
27'
3'

RANCH RD

PLACE 24"X36" HH

54' BORE 1-1.25" DUCT

PLACE 11"X11" FP

121
517' BORE 1-1.25" DUCT

GAS PIPELINE

	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 8

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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: 7 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 #15

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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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5. After the 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

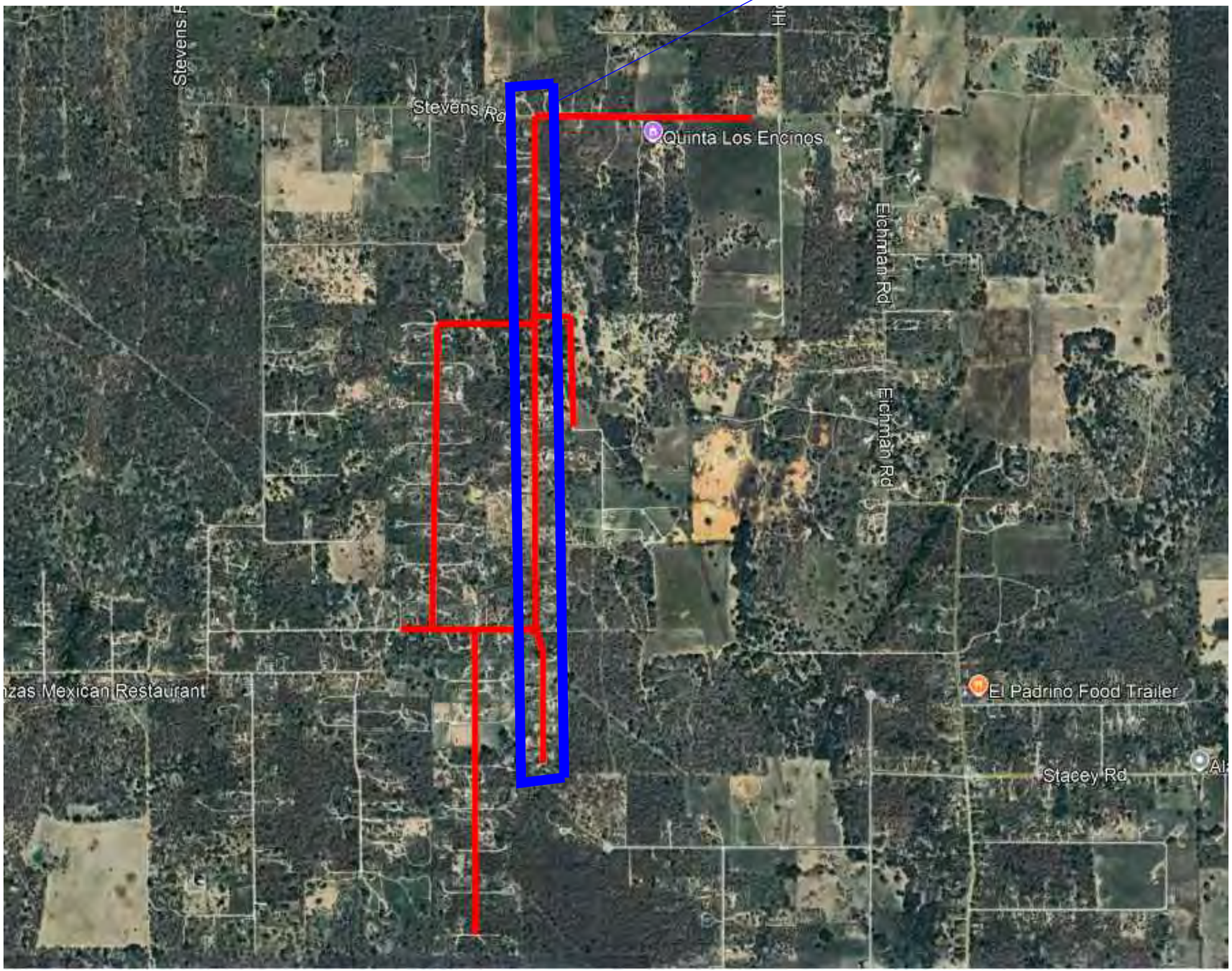
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

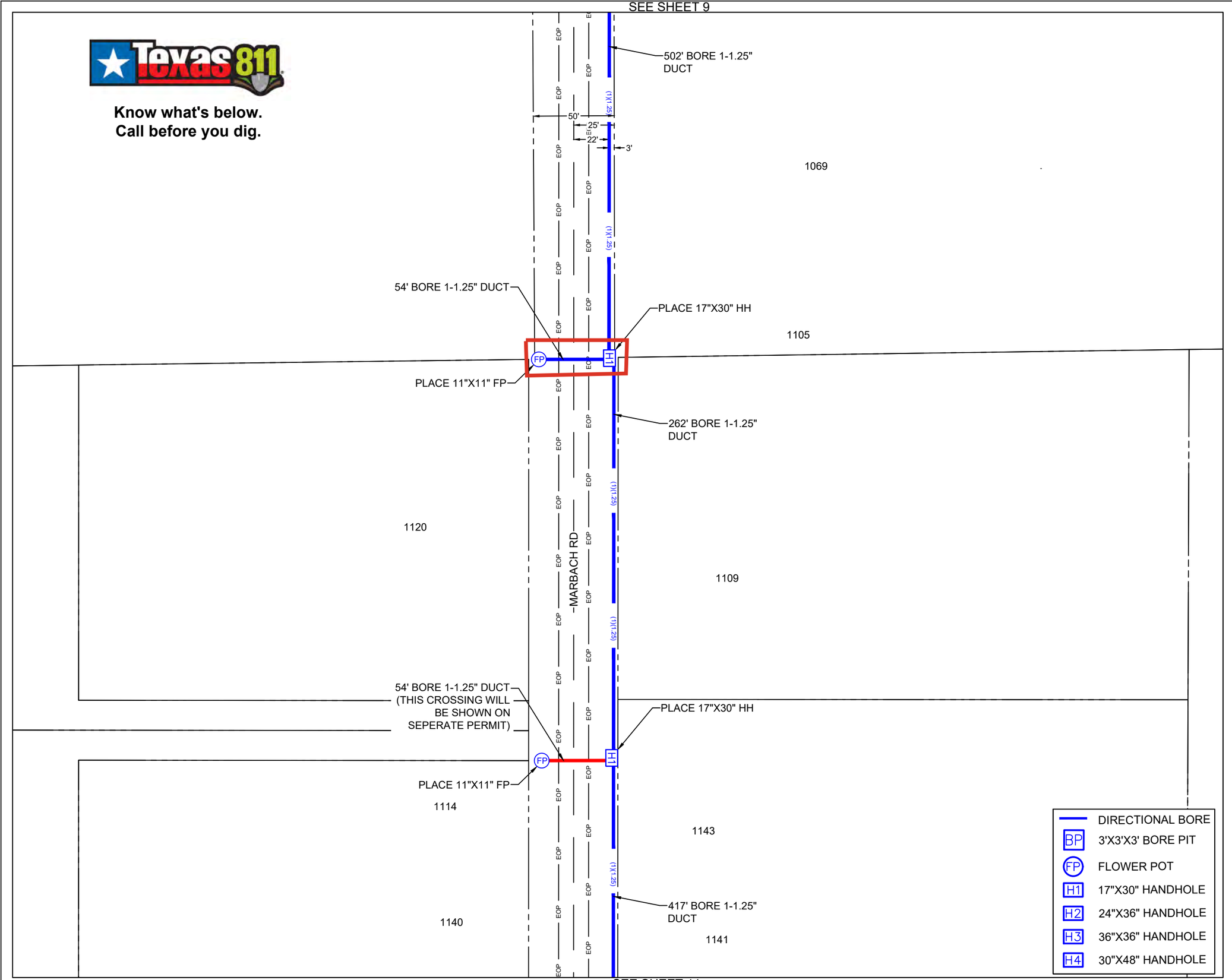
FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 9

Know what's below.
Call before you dig.



SEE SHEET 11

N

SCALE: 1"= 60'

0 60 120

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

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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 #15

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

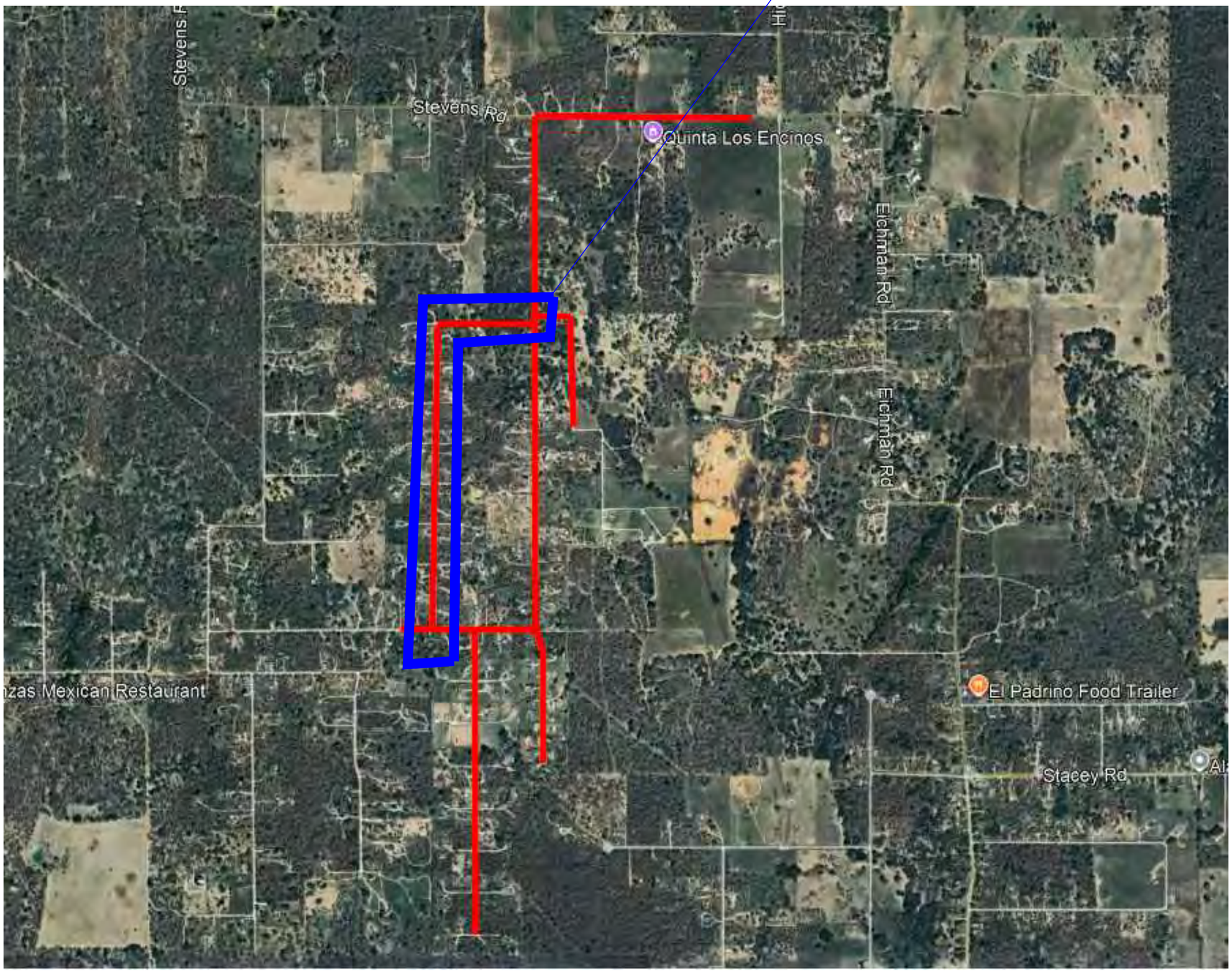
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



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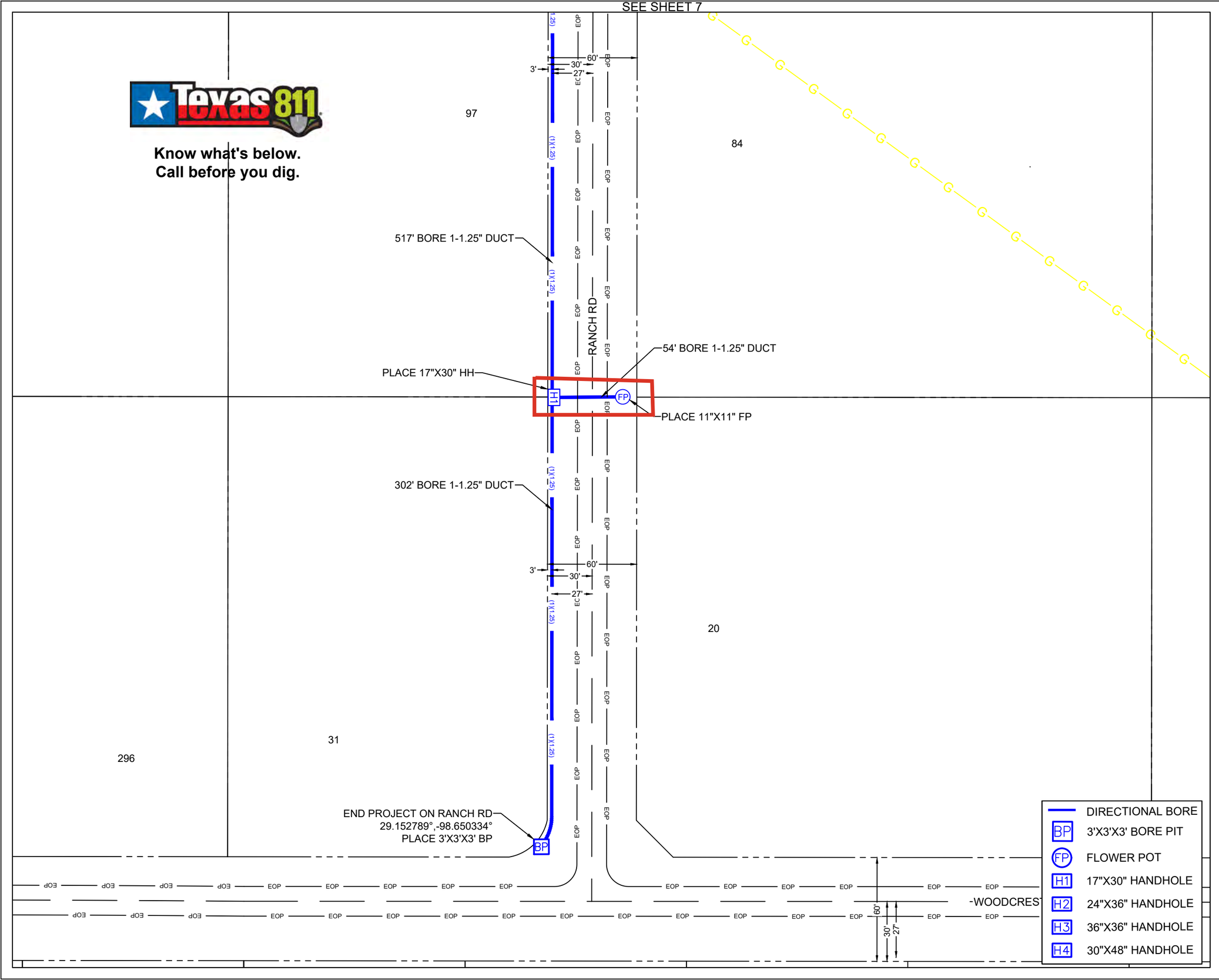
HOUSLEY GROUP

FRONTIER

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: 325-944-9905	PAGE: 1 OF 13



Know what's below.
Call before you dig.

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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: 8 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 #16

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

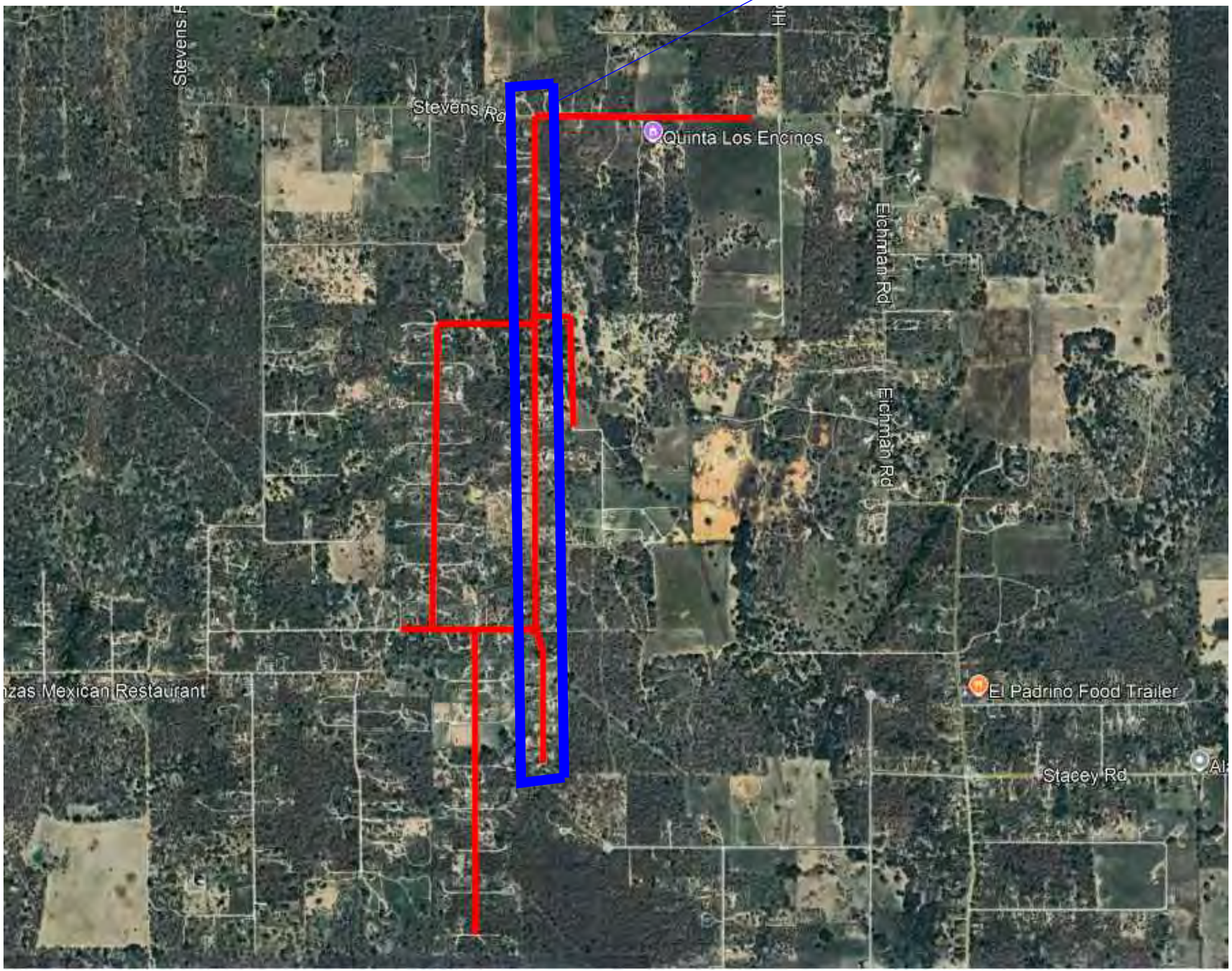
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



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HOUSLEY GROUP

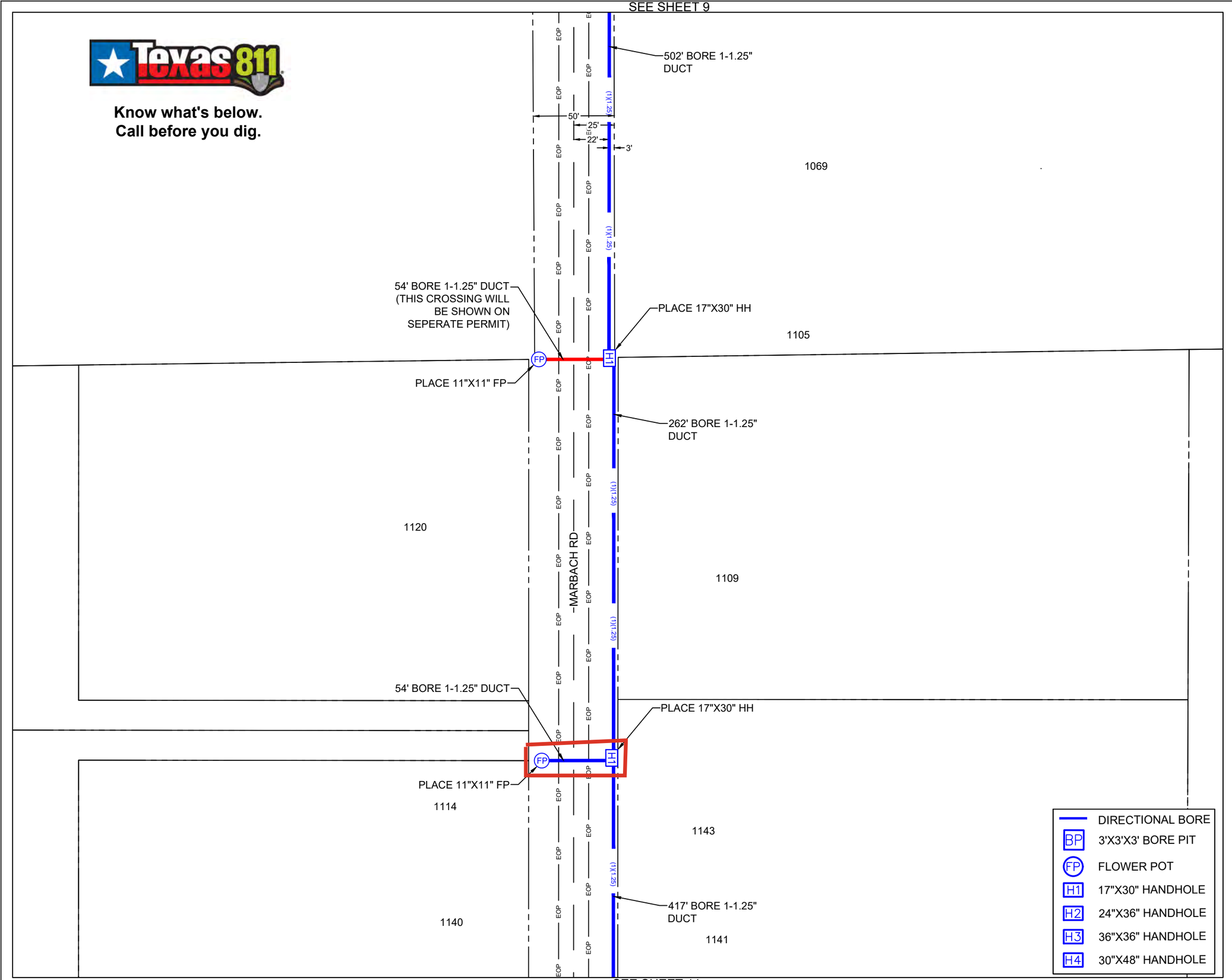
FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 9

Know what's below.
Call before you dig.



SEE SHEET 11

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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

Marbach Rd - Cross #17

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

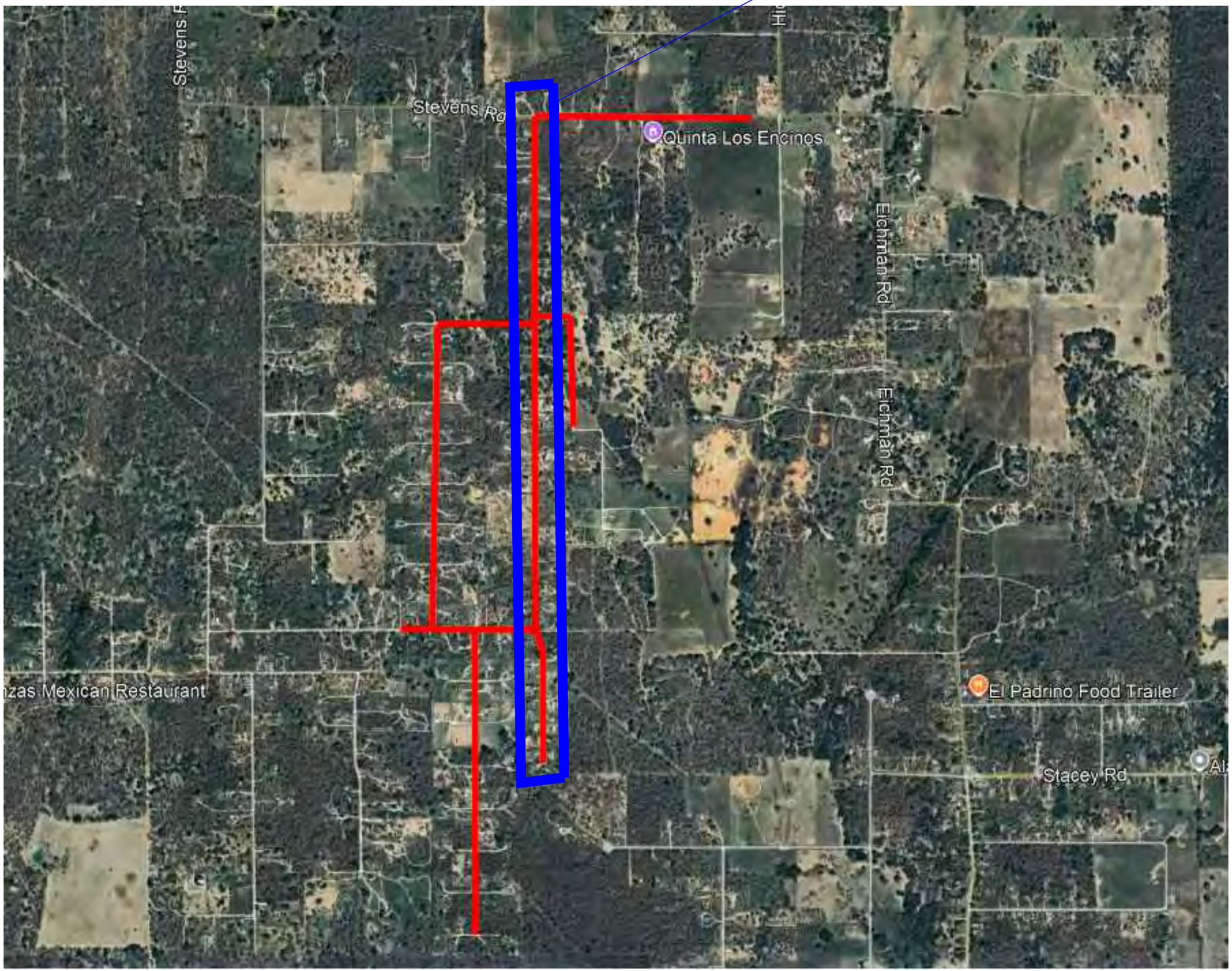
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 10

Know what's below.
Call before you dig.

1154

417' BORE 1-1.25" DUCT

1197

3'

60'

30'

27'

PLACE 17"X30" HH

H1

1222

54' BORE 1-1.25" DUCT

100' BORE 1-1.25" DUCT

FP

BP

PLACE 11"X11" FP

PLACE 3'X3'X3' BP

1254 LOT A

MARBACH RD

1145

373' BORE 1-1.25" DUCT

1254 UNIT 2

1297

EOP

(1)(1.25)

SEE SHEET 12

N

SCALE: 1"= 60'

0 60 120

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

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

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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

Marbach Rd - Cross #18

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

TRACI R MIDDLETON
My Notary ID # 126902627
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 29.15258, -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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

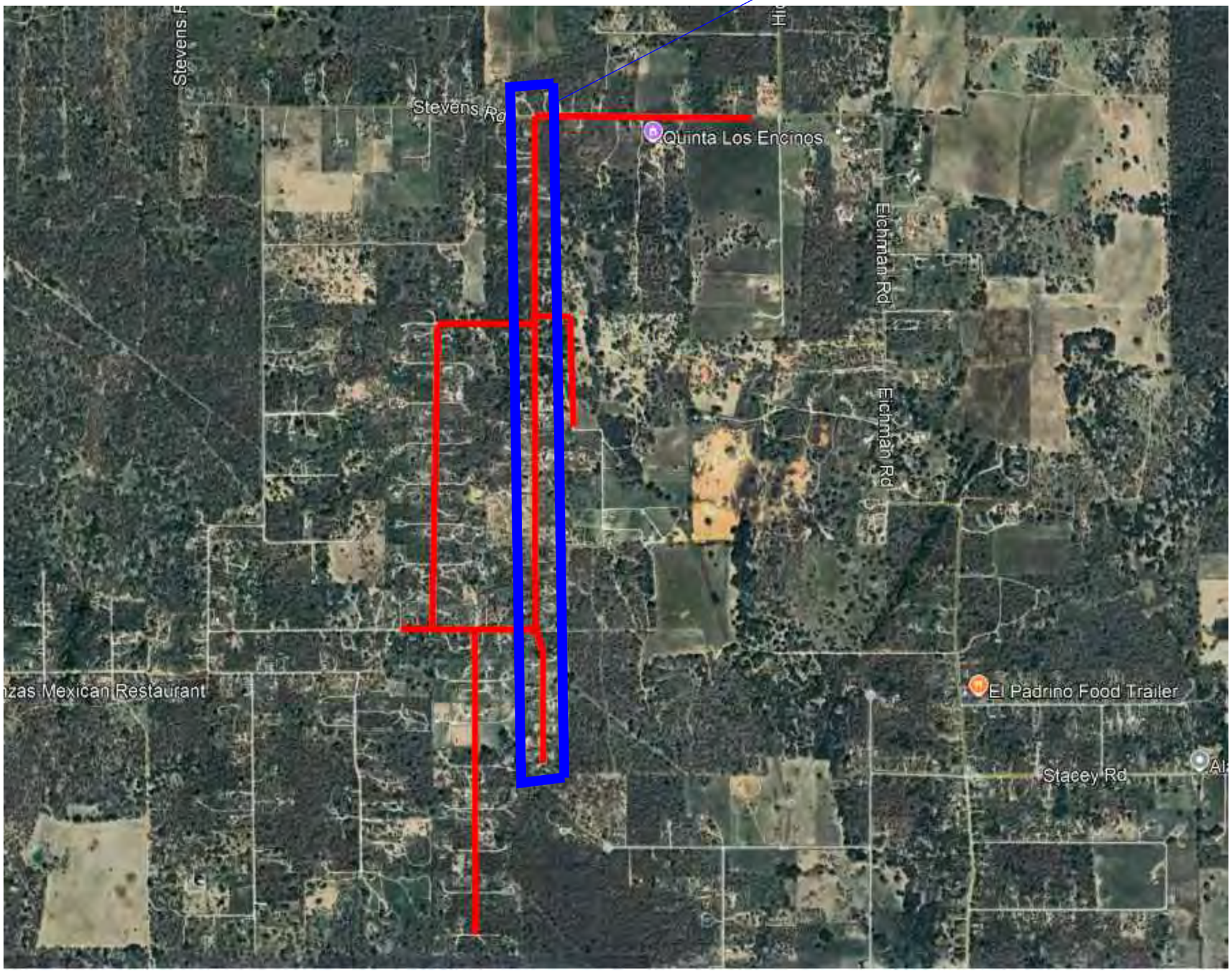
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 11

WOODCREST RD

EOP

30'

60'

373' BORE 1-1.25" DUCT

(1)(1.25)

PLACE 24"X36" HH

BP

H2

PLACE 3'X3'X3' BP

74' BORE 1-1.25" DUCT

54' BORE 1-1.25" DUCT

PLACE 3'X3'X3' BP

1329

FP

PLACE 11"X11" FP

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

300' BORE 1-1.25" DUCT

FUTURE LOT

GAS PIPELINE

1361 TRLR 1

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

1361

PLACE 17"X30" HH

H1

PLACE 11"X11" FP

MARBACH RD

1400

333' BORE 1-1.25" DUCT

FUTURE LOT

60'

30'

27'

3'

GAS PIPELINE

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

SEE SHEET 13

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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

Marbach Rd - Cross #19

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

TRACI R MIDDLETON
My Notary ID # 126902627
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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

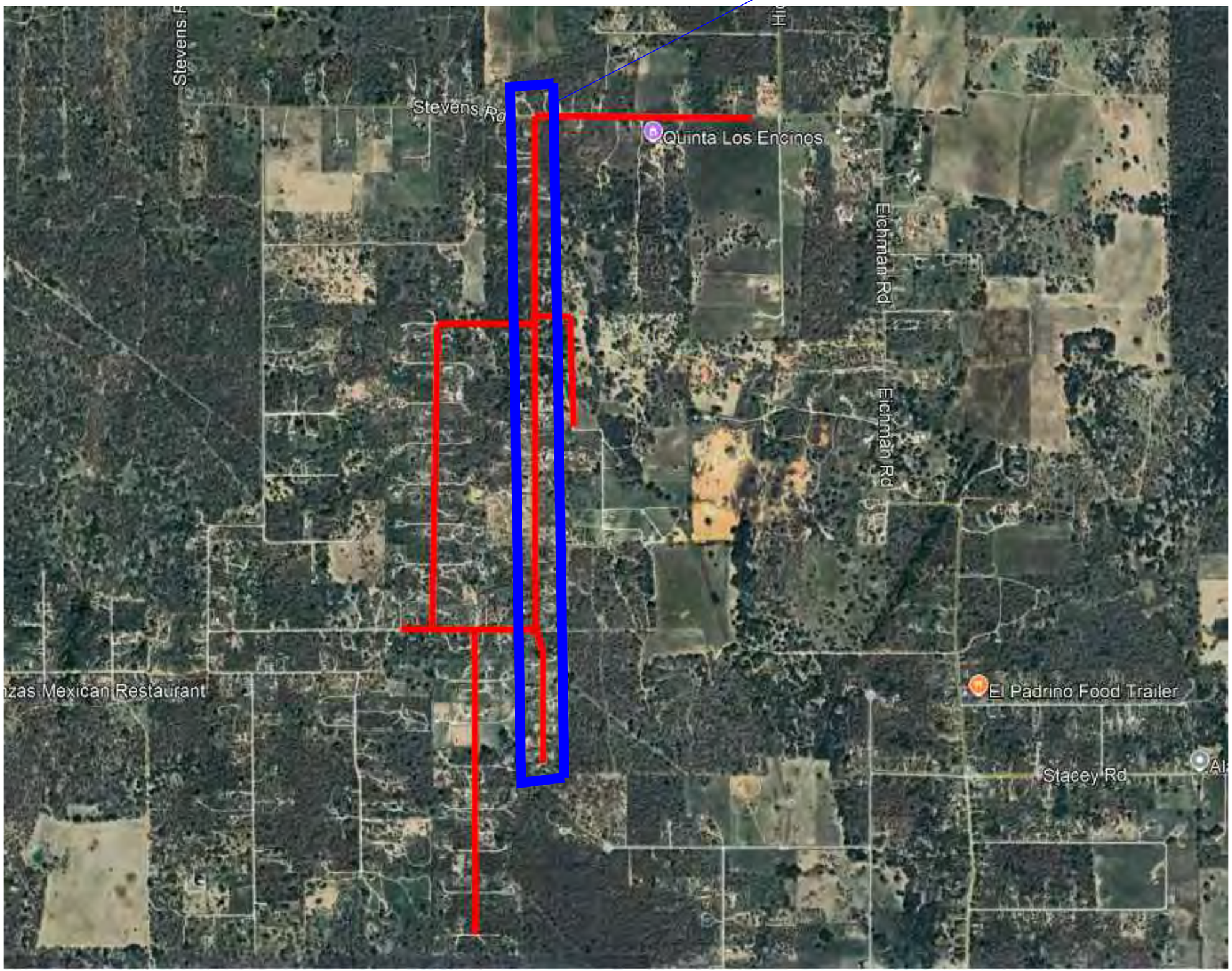
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



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HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 11

WOODCREST RD

EOP

30'

60'

373' BORE 1-1.25" DUCT

(1)(1.25)

PLACE 24"X36" HH

H2

BP

PLACE 3'X3'X3' BP

74' BORE 1-1.25" DUCT

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

PLACE 3'X3'X3' BP

1329

FP

PLACE 11"X11" FP

54' BORE 1-1.25" DUCT

300' BORE 1-1.25" DUCT

FUTURE LOT

GAS PIPELINE

1366

1361 TRLR 1

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

1361

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FP

PLACE 11"X11" FP

MARBACH RD

1400

333' BORE 1-1.25" DUCT

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60'

30'

27'

3'

GAS PIPELINE

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 13

Texas 811

Know what's below.
Call before you dig.

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
MARBACH RD - 5320504

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

Marbach Rd - Cross #20

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

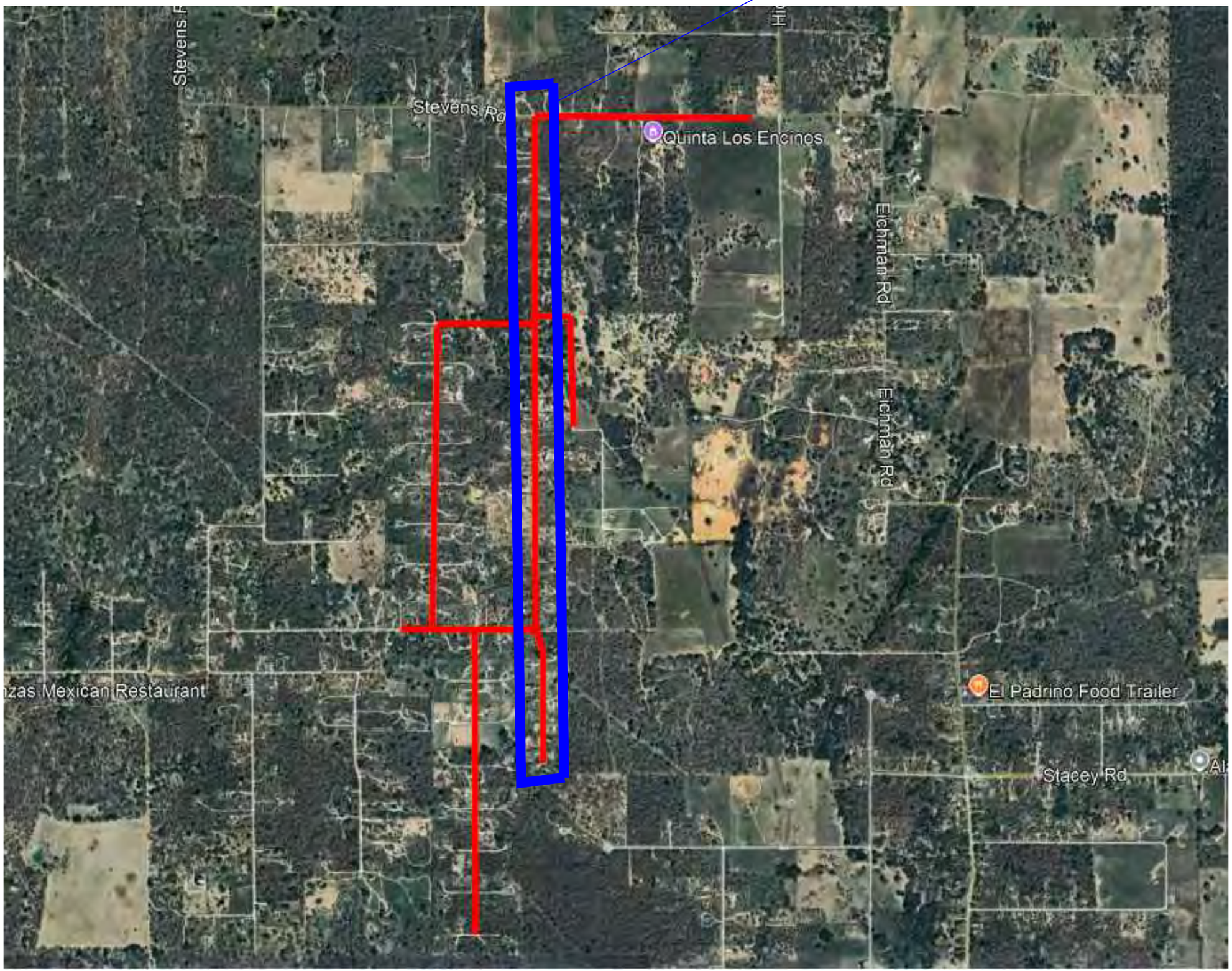
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 11

WOODCREST RD

EOP

30'

60'

373' BORE 1-1.25" DUCT

(1)(1.25)

PLACE 24"X36" HH

H2

BP

PLACE 3'X3'X3' BP

74' BORE 1-1.25" DUCT

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

PLACE 3'X3'X3' BP

1329

FP

PLACE 11"X11" FP

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

300' BORE 1-1.25" DUCT

FUTURE LOT

GAS PIPELINE

1361 TRLR 1

54' BORE 1-1.25" DUCT

1361

PLACE 17"X30" HH

H1

PLACE 11"X11" FP

MARBACH RD

1400

333' BORE 1-1.25" DUCT

FUTURE LOT

60'

30'

27'

3'

GAS PIPELINE

SEE SHEET 13

Texas 811

Know what's below.
Call before you dig.

N

SCALE: 1"= 60'

0 60 120

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

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

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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

Marbach Rd - Cross #21

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

1465 Marbach Rd, Somerset, TX 78069 29.15067, -98.64555

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

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

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

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

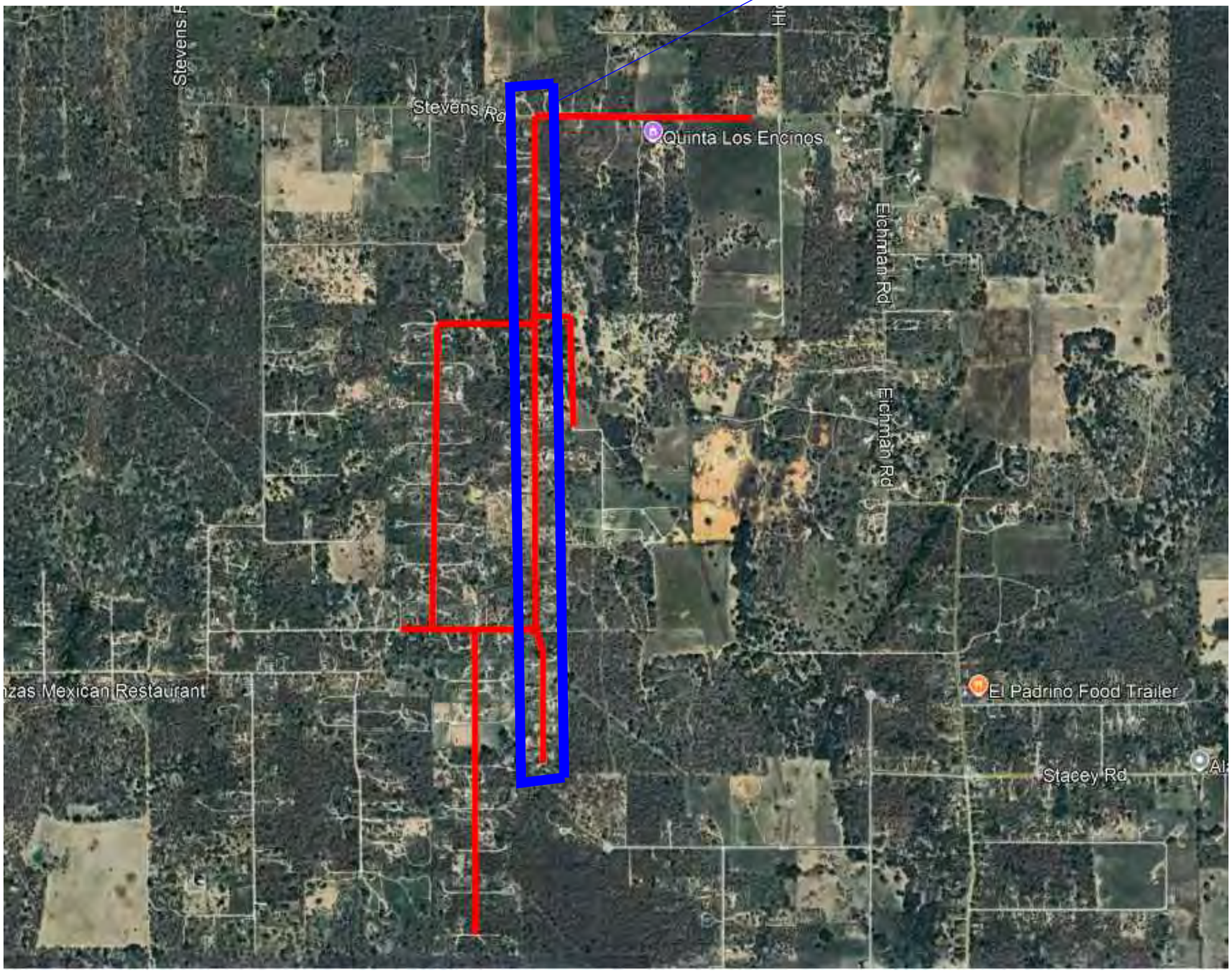
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 12

Know what's below.
Call before you dig.

333' BORE 1-1.25" DUCT

PLACE 17"X30" HH

1430

1465

PLACE 11"X11" FP

54' BORE 1-1.25" DUCT

337' BORE 1-1.25" DUCT

1460

1485

60'

30'

3'

27'

337' BORE 1-1.25" DUCT

1490

MARBACH RD

1495

PLACE 24"X36" HH

PLACE 11"X11" FP

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

1525

337' BORE 1-1.25" DUCT

EOP

(1)(1.25)

FP

H1

H2

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 14

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

ATASCOSA COUNTY
MARBACH RD - 5320504

PROJECT NUMBER: 5320504		C.O. AREA: JOURDANTON EXCH. CODE: 70428
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INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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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 #22

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

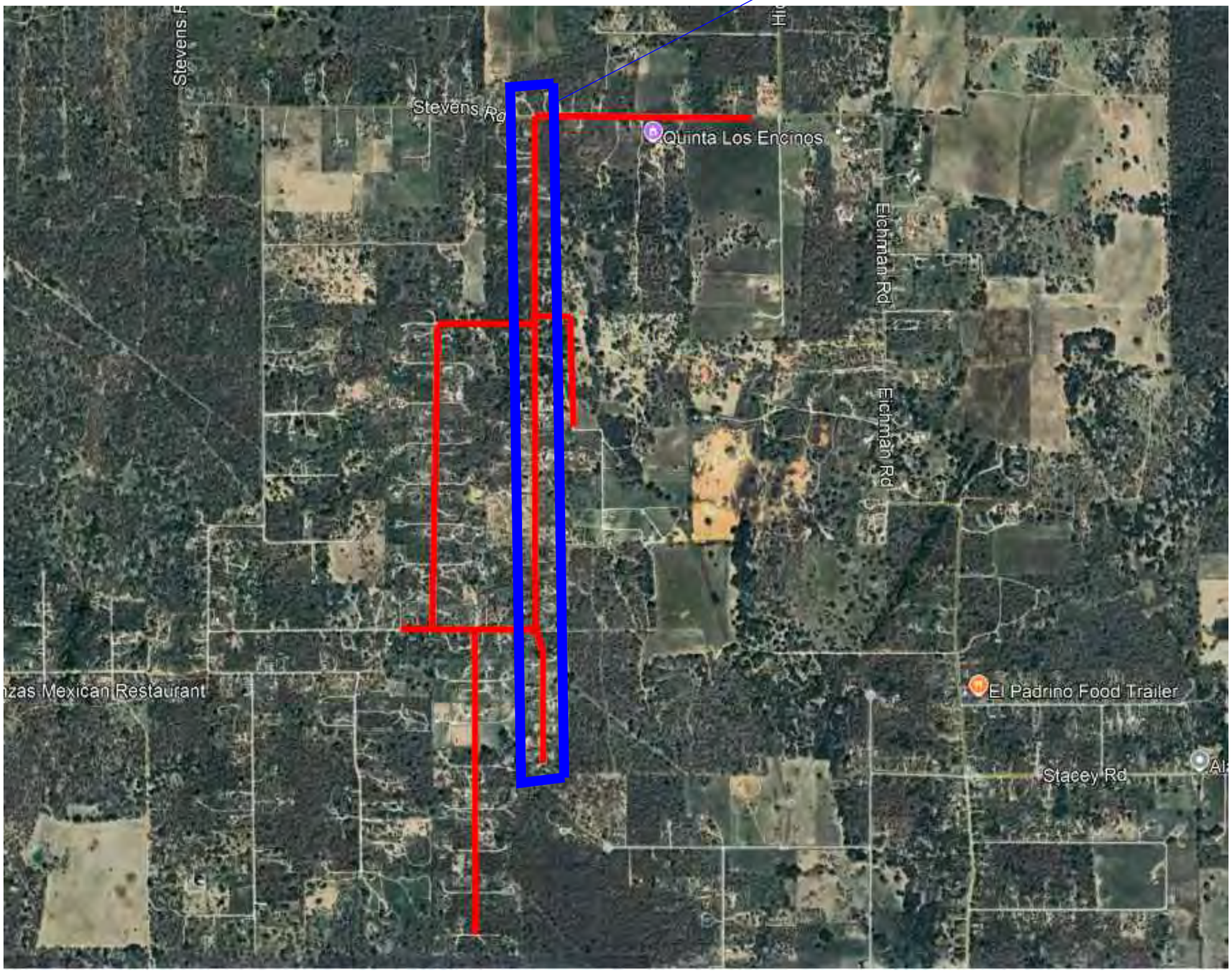
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



N

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 12

Know what's below.
Call before you dig.

333' BORE 1-1.25" DUCT

PLACE 17"X30" HH

1430

1465

PLACE 11"X11" FP

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

1460

337' BORE 1-1.25" DUCT

1485

60'

30'

3'

27'

337' BORE 1-1.25" DUCT

1490

MARBACH RD

1495

PLACE 24"X36" HH

PLACE 11"X11" FP

54' BORE 1-1.25" DUCT

1525

337' BORE 1-1.25" DUCT

EOP

(1)(1.25)

FP

H1

H2

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 14

N

SCALE: 1"= 60'

0 60 120

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

HOUSLEY GROUP

FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 512-759-5352	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

Marbach Rd - Cross #23

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

TRACI R MIDDLETON
My Notary ID # 126902627
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:

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 — Dec. 5, 2025
Signature of Payor or Payor's Authorized Agent **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 the 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

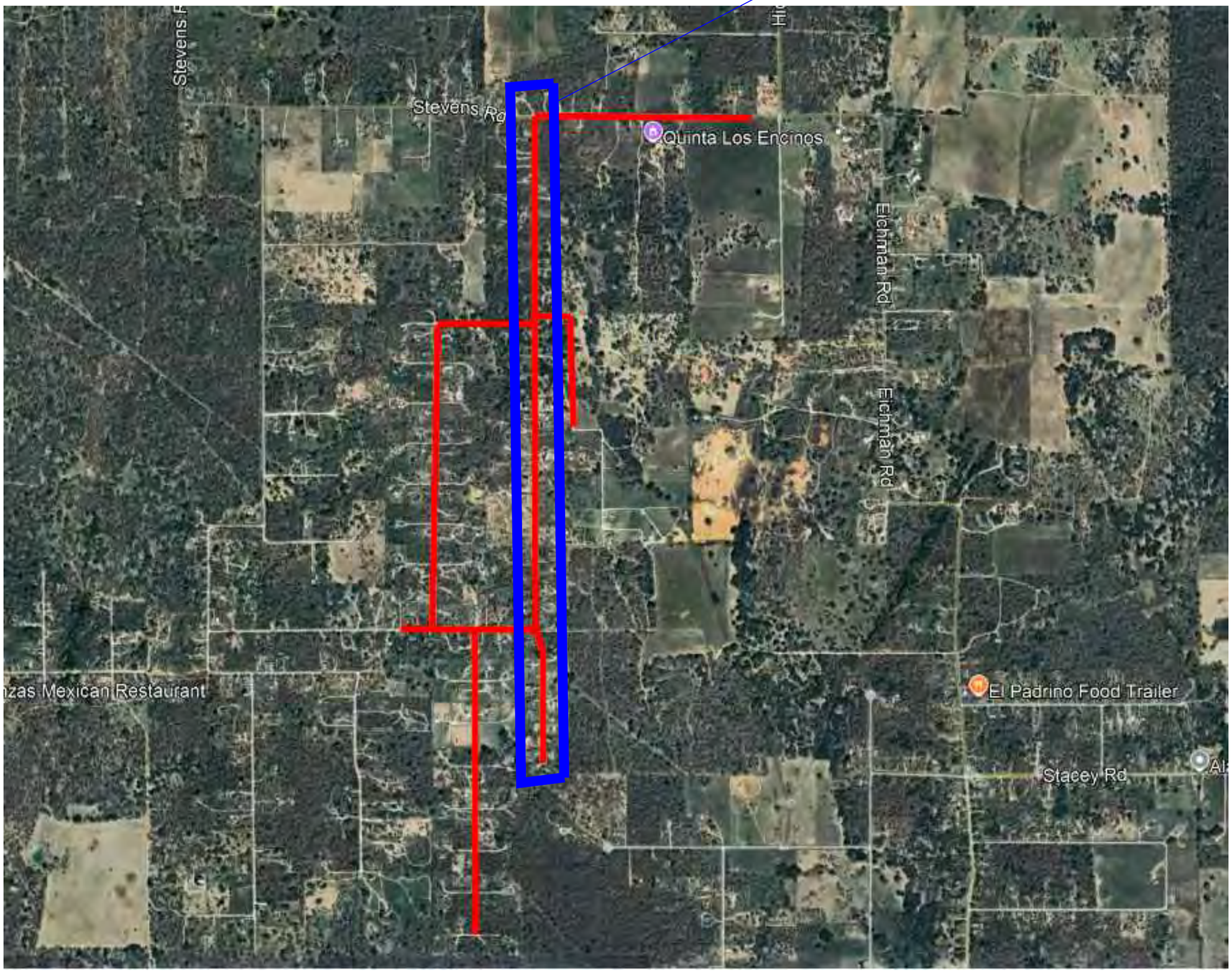
Atascosa County Commissioner, Precinct No.____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County Clerk
By: _____ Deputy

LOCATION MAP



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HOUSLEY GROUP

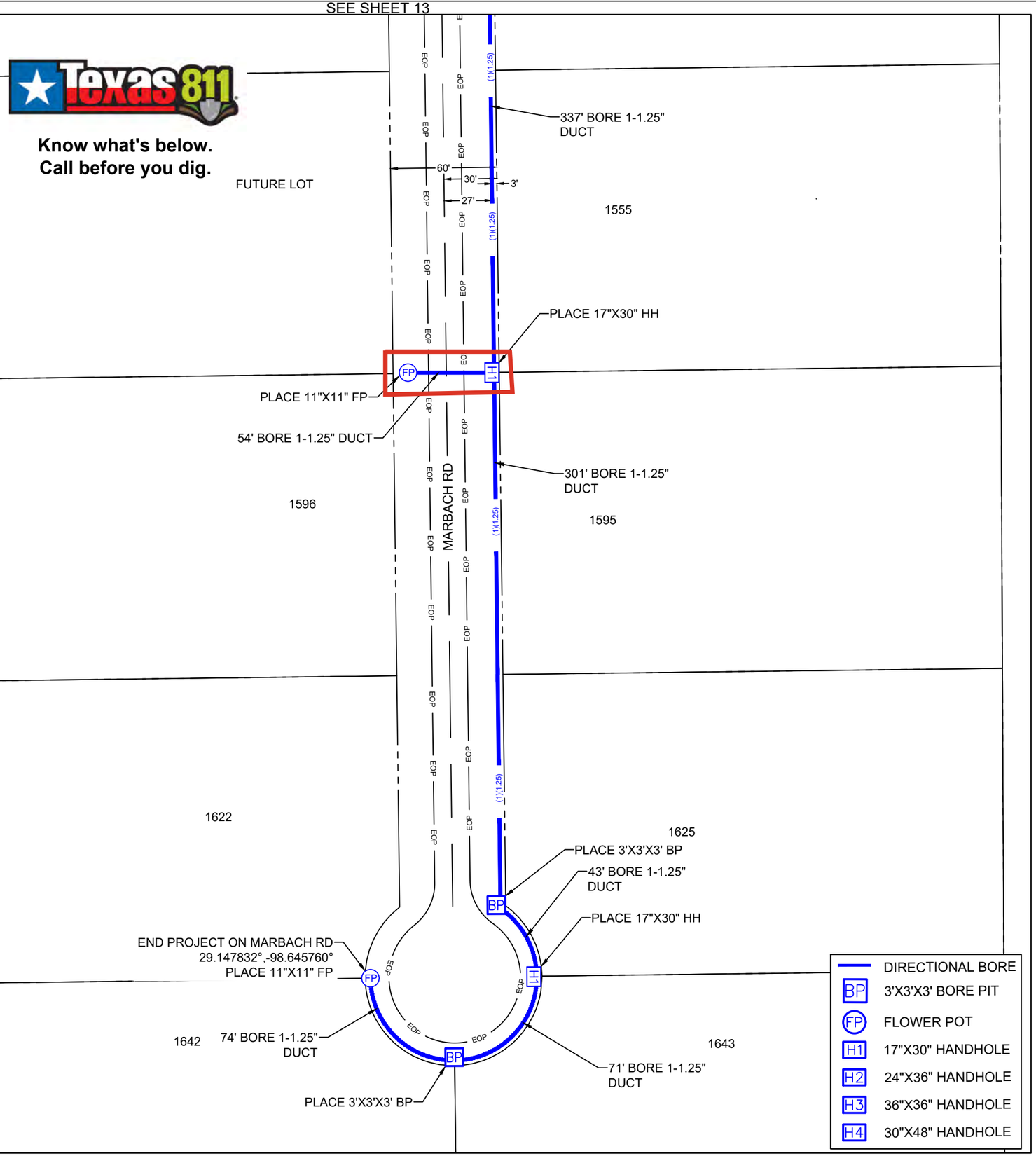
FRONTIER

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 FILE: MARBACH RD - 5320504.dwg
SCALE: 1:60	PHONE: 325-944-9905	PAGE: 1 OF 8

SEE SHEET 13

Know what's below.
Call before you dig.



N

SCALE: 1"= 60'

0 60 120

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

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

HOUSLEY GROUP

FRONTIER

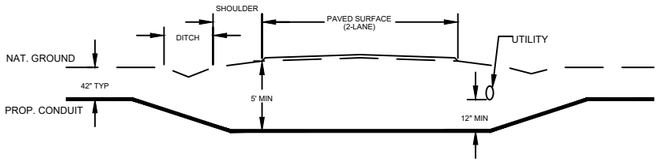
ATASCOSA COUNTY
MARBACH RD - 5320504

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

ROAD CROSSING DETAILS

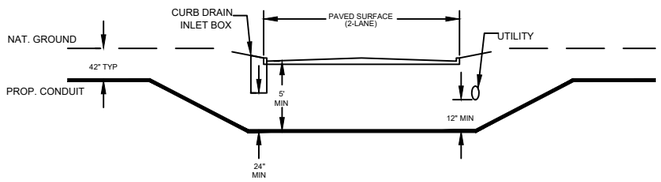
TYPICAL DETAIL "A"

TWO LANE - ASPHALT ROAD - NO CURB



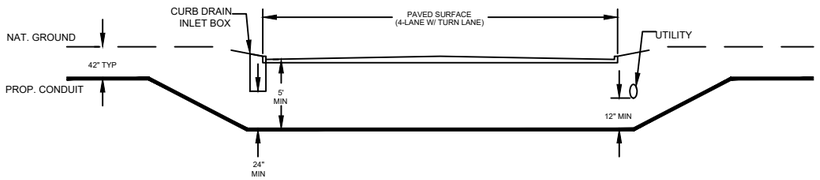
TYPICAL DETAIL "B"

TWO LANE - CURBED ROAD



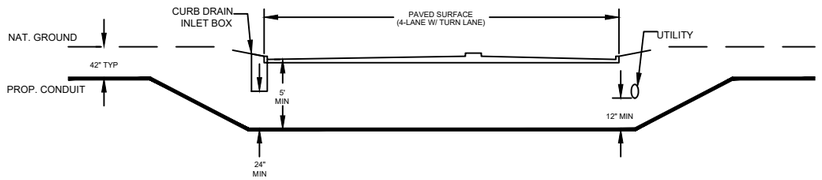
TYPICAL DETAIL "C"

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



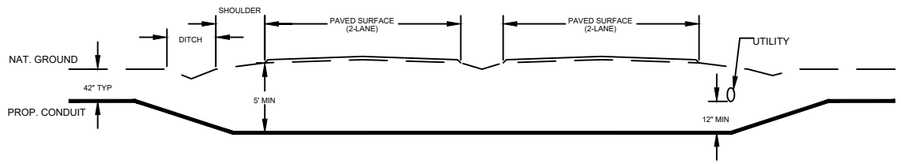
TYPICAL DETAIL "D"

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



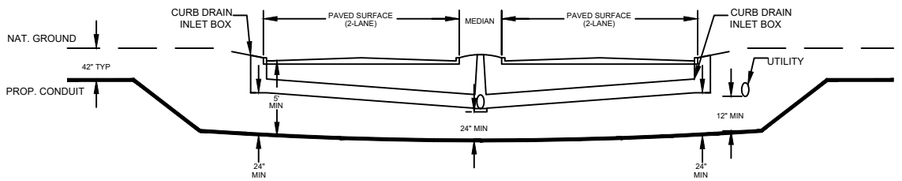
TYPICAL DETAIL "E"

4 LANE - SPLIT ASPHALT ROAD - NO CURB



TYPICAL DETAIL "F"

4 LANE - SPLIT CURBED ROAD



HOUSLEY GROUP

FRONTIER

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

AGENDA REQUEST
(GENERAL)

Agenda Item 23.

Meeting Date:	01/26/2026
Item Title:	Subdivision - Wiederhold Estates
Submitted For:	Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Final Plat for the Wiederhold Estates Subdivision on Private Road D55 in Precinct 3.

ATTACHMENTS

Wiederhold Final Plat

LOCATION MAP
1" = 10000'

LEGEND

D.R.	= DEED RECORDS OF ATASCOSA COUNTY, TEXAS
ESMT.	= EASEMENT
NTS	= NOT TO SCALE
OPR	= OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF ATASCOSA COUNTY, TEXAS
PGS.	= PAGES
R.O.W.	= RIGHT-OF-WAY
VOL.	= VOLUME
1	LOT NUMBER
2.50 AC	GROSS LOT ACREAGE
○	= FOUND STEEL ROD MONUMENT
●	= SET 5/8" STEEL ROD MONUMENT WITH CAP STAMPED "RAKOWITZ ENGINEERING & SURVEYING"
———	= PROPERTY LINE
———	= LOT LINE
———	= ADJOINER
512	= EXISTING CONTOUR

ATASCOSA COUNTY SUBDIVISION REGULATION NOTES:

1. THE SUBDIVISION IS IN THE POTEET ISD.
2. CONVEYANCE OF LOTS SHALL NOT BE PERMITTED UNTIL THE FINAL PLAT HAS BEEN APPROVED BY THE ATASCOSA COUNTY COMMISSIONERS COURT, AND THE RECORDED PLAT FILED WITH THE COUNTY CLERK.
3. IF A CULVERT IS INSTALLED, THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES. IF A CULVERT IS NOT INSTALLED, THEN MAKE SURE DRIVEWAY IS CONSTRUCTED IN A MANNER TO NOT BLOCK UPGRADIENT WATER.
4. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR AN INDIVIDUAL WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
5. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE SEWAGE FACILITY THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY SANITATION OFFICER.
6. ALL LOTS HAVE BEEN DESIGNED IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES.
7. NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY ATASCOSA COUNTY COMMISSIONERS COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
8. THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS.
9. NO HOMES ARE TO BE BUILT OR BROUGHT ONTO THE LOT(S) UNTIL FLOODPLAIN PERMITS (IF NEEDED) HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
10. WATER SERVICE PROVIDED TO WIEDERHOLD ESTATES SUBDIVISION BY PRIVATE WATER WELLS.
11. ELECTRIC SERVICE PROVIDED TO WIEDERHOLD ESTATES SUBDIVISION BY KARNES ELECTRIC COOPERATIVE, INC.
12. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS OR HER DESIGNATED REPRESENTATIVE, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TXDOT STANDARDS, AS APPLICABLE.

SURVEYOR NOTES:

1. THE BASIS OF BEARING FOR THIS PLAT IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), SOUTH CENTRAL ZONE.
2. 5/8" STEEL ROD MONUMENT WITH CAP STAMPED "RAKOWITZ ENGINEERING AND SURVEYING" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

SETBACK NOTES:

BUILDING SETBACKS TO BE AS FOLLOWS FOR ALL LOTS:
20' FRONT (ROADWAY SIDE)
20' BACK (REAR)
10' SIDE

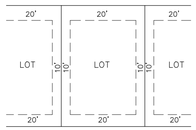
FLOODPLAIN NOTE:

THIS PLAT IS WITHIN FEMA FLOODPLAIN PER FEMA FIRM MAP NUMBER 48013C0175C EFFECTIVE NOVEMBER 4, 2010.

100 0 100 200
SCALE OF FEET
1" = 100'

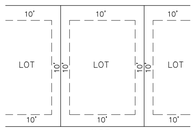
© COPYRIGHT RAKOWITZ ENGINEERING 2025

TYPICAL LOT
WITH SETBACK LINES



N.T.S.

TYPICAL LOT WITH
MINIMUM UTILITY EASEMENT

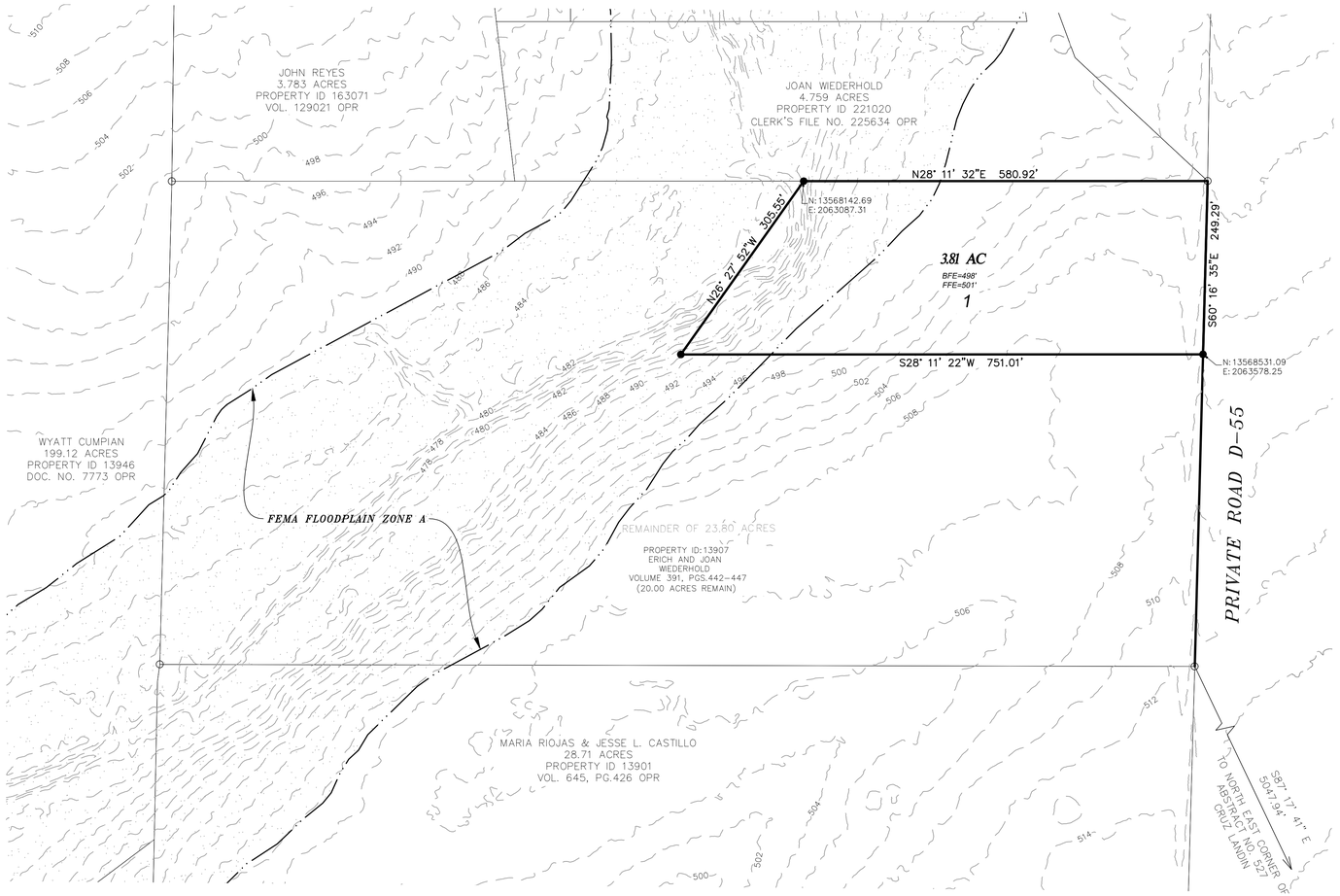


N.T.S.

PROPERTY INFORMATION
PROPERTY ID: 13907
LEGAL ACRES: 23.8
LEGAL DESC.: ABS A00527 C LANDIN SV-45, 23.8 ACRES

LOT SUMMARY TABLE				
LOT SIZE	NO. OF LOTS	WATER WELL	COLLECTIVE SEWER	OSSF
< 2.5 AC				
2.5-10 AC	1	1		1
> 10 AC				
TOTAL	1	1		1

PLAT INCLUDES 0 LF STREET



THE STATE OF TEXAS §
COUNTY OF ATASCOSA §

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

JOAN WIEDERHOLD
PO BOX 1145
POTEET, TX 78065

STATE OF TEXAS §
COUNTY OF ATASCOSA §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS GIVEN UNDER MY HAND AND SEAL OF OFFICE
DATED THIS____ DAY OF_____ , 2026 A.D.

NOTARY PUBLIC

THE STATE OF TEXAS §
COUNTY OF ATASCOSA §

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

ERICH WIEDERHOLD
PO BOX 1145
POTEET, TX 78065

STATE OF TEXAS §
COUNTY OF ATASCOSA §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS GIVEN UNDER MY HAND AND SEAL OF OFFICE
DATED THIS____ DAY OF_____ , 2026 A.D.

NOTARY PUBLIC

CERTIFICATE OF THE PRECINCT COMMISSIONER

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

_____
COMMISSIONER PRECINCT 3

CERTIFICATE OF FINAL APPROVAL

APPROVED BY THE COMMISSIONERS COURT OF ATASCOSA COUNTY, TEXAS,
THIS _____ DAY OF_____ , 2026 A.D.

_____
ATASCOSA COUNTY JUDGE

_____ _____
COMMISSIONER PRECINCT 1 COMMISSIONER PRECINCT 2

_____ _____
COMMISSIONER PRECINCT 3 COMMISSIONER PRECINCT 4

CERTIFICATE OF COUNTY ATTORNEY

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

_____
COUNTY ATTORNEY

THE STATE OF TEXAS
COUNTY OF ATASCOSA

KNOW ALL MEN BY THESE PRESENTS:

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

PRELIMINARY

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

THE STATE OF TEXAS
COUNTY OF ATASCOSA

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

PRELIMINARY

BRADLEY A KOETHER
LICENSED PROFESSIONAL ENGINEER
NO. 105048, STATE OF TEXAS
515 W. OAKLAWN, STE A
PLEASANTON, TEXAS 78064

RAKOWITZ
Engineering & Surveying
Texas Registered Engineering Firm F-9155
Texas Registered Surveying Firm 101812-00

NO.	REVISION	DATE	BY
1	PLAT CREATED	11/03/25	DJM
2	PLAT UPDATED	01/15/26	DJM

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

OWNER:
ERICH & JOAN WIEDERHOLD
PO BOX 1145
POTEET, TX 78065

PLAT OF WIEDERHOLD ESTATES SUBDIVISION

BEING 3.81 ACRES, ESTABLISHING LOT 1, BEING OUT OF A 23.81 ACRE TRACT OF LAND CALLED 23.730 ACRE TRACT OF LAND, DESCRIBED IN AN INSTRUMENT, RECORDED IN CLERK'S FILE NO. 125662, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS, AND ALSO LYING IN THE CRUZ LANDIN SURVEY NO. 45, ABSTRACT NO. 527, ATASCOSA COUNTY, TEXAS.

Date: Jan 15, 2026, 12:56pm User ID: Duncan
File: N:\Projects\2025\25-3734 Koon Wiederhold Plat Poteet\Plat\25-3734 Prelim Plat.dwg

AGENDA REQUEST
(GENERAL)

Agenda Item 24.

Meeting Date:	01/26/2026
Item Title:	Exception - Henneke PR Mia Ln
Submitted For:	Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for Henneke Financial on PR Mia Ln in Precinct 4.

ATTACHMENTS

Henneke - Certificate
Henneke - Packet

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 2 tracts of land out of an original 26.72 acres, more or less, described in a Deed, Instrument Number 257986, Official Public Records, Atascosa County, Texas, and being currently owned by Henneke Financial Group, LLC and Henneke Investments, LLC, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that all tracts are being divided as 10+ acre tracts. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

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

_____
County Judge, Atascosa County, Texas

_____
Commissioner Precinct No. 1

_____
Commissioner Precinct No. 2

_____
Commissioner Precinct No. 3

_____
Commissioner Precinct No. 4

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

Procedures for Registration of Division of Land in Atascosa County

An Owner whose division of land is excepted from the platting requirements of these regulations shall register the division with the County Clerk and submit the following to the Atascosa County Clerk:

- ☑ A duplicate copy of the recorded conveyance instrument, with legible metes and bounds description attached thereto.
- ☑ A survey of sketch showing the boundaries of the Lots, adjacent roads and adjacent property owners. This may be on tax parcel maps or any other map that allows County staff to clearly determine the necessary information.
- ☑ An executed registration form (provided below) to acknowledge that all Lots remain subject to the on-site wastewater rules and development permit requirements of the County.
- ☐ An Certificate of Plat Exception executed by Commissioners Court

Adopted 6/27/2022

Registration for Division of Land in Atascosa County

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

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

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

Adopted 6/27/2022

Date: 1/8/2026

Signature: Scott Henneke

Printed Name: SCOTT HENNEKE

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Bexar

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

GIVEN under my hand and seal of office this January 8th, 2026.

LYDIA RIVAS
Notary ID #126305256
My Commission Expires
October 29, 2027

Lydia Rivas

Notary Public, in and for
State of Texas

Adopted 6/27/2022

Division Type Definitions:

Agricultural: The land is to be used primarily for agricultural use, as defined by Section 1-d, Article VIII, Texas Constitution, or for farm, ranch, wildlife management, or timber production use within the meaning of Section 1-d-1, Article VIII, Texas Constitution. However, if any part of a tract divided under this exception ceases to be used primarily for agricultural use or for farm, ranch, wildlife management, or timber production use as to defined, the platting requirements of this Order shall apply;

Family: The land is divided into four or fewer parts and each of the parts is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, provided that the division is not part of a larger planned development or a sham, or a contrivance to avoid these regulations. If any lot is sold, given, or otherwise transferred to an individual who is not related to the owner within the third degree by consanguinity or affinity, the platting requirements of this Order apply;

10+ Acres: All the lots are more than ten (10) acres in area and the owner does not lay out part of the tract [see Chapter 232.001(a)(3), Local Government Code];

Veterans Land Board: All the lots are sold to veterans through the Veterans' Land Board program;

State Agency: The land belongs to the state or any state agency board, or commission or the permanent school fund or any other dedicated funds of the state;

Political Subdivision: The land belongs to a political subdivision of the state; the land is situated in a floodplain; and the lots are sold to adjoining landowners;

Divided into two parts: One new part is to be retained by the Owner, and the other new part is to be transferred to another person who will further subdivide the tract subject to the plat approval requirements of Chapter 232 of the Texas Local Government Code and these Rules;

All parts to original owner: All parts are transferred to persons who owned an undivided interest in the original tract and a plat is filed before any further development of any part of the tract; or,

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
Theresa Carrasco
Theresa Carrasco, County Clerk
Atascosa County, TX
01/07/2026 8:06 AM 257986
$ 41.00 KSIMMONS D

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

SPECIAL WARRANTY DEED

Grantor:

Jose C. Rodriguez, Chapter 7 Trustee
Bankruptcy Estate of Raul Antonio Ortiz, Sr.
Chapter 7 Case No. 22-51274
1101 W. 34th Street, #223
Austin, TX 78705

Grantee:

Henneke Financial Group, LLC
141 Danube Ste., Suite 102
San Antonio, TX 78213

Henneke Investments, LLC
141 Danube Ste., Suite 102
San Antonio, TX 78213

Property (including any improvements):

26.720 acres of land situated in Atascosa County, Texas, including all improvements and appurtenances, all as more particularly described in Exhibit "A" hereto (the "Property").

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Pursuant to the terms of the Order Granting Agreed Motion to Compromise Controversy with Henneke Financial Group, LLC and Henneke Investments, LLC pursuant to Fed. R. Bankr. P. 9019 and L. Rule 9019-1 (the "Order") entered on December 03, 2025 in the United States Bankruptcy Court,

Western District of Texas, San Antonio Division in Case Number 22-51274-MMP, Grantor binds Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor as Successor Trustee but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

EXECUTED TO BE EFFECTIVE this 31st day of December, 2025.

Jose C. Rodriguez, Chapter 7 Trustee of the Bankruptcy Estate of Raul Antonio Ortiz, Sr., Chapter 7 Case No. 22-51274

State of Texas §
§
County of Travis §

This instrument was acknowledged before me on December 31st, 2025 by Jose C. Rodriguez, Chapter 7 Trustee Bankruptcy Estate of Raul Antonio Ortiz, Sr., Chapter 7 Case No. 22-51274.

Notary Public, State of Texas

FABIAN RIVERA
Notary Public, State of Texas
My Comm. Exp. 07-18-2029
ID No. 135522543

AFTER RECORDING RETURN TO:

Henneke Financial Group, LLC
141 Danube Ste., Suite 102
San Antonio, TX 78213

Henneke Investments, LLC
141 Danube Ste., Suite 102
San Antonio, TX 78213

EXHIBIT "A"

Tract I:

A survey of 26.720 acres of land situated about 15.2 miles N 72° E of Jourdanton, in Atascosa County, Texas, being 7.001 acres out of Survey No. 1068, Abstract No. 881, Estevan Villareal, original Grantee, being 19.719 acres out of Survey No. 1069, Abstract No. 611, Simon Malone, original Grantee, being a portion of Lot 48, Thornton Ranch Subdivision, a subdivision as shown on a plat thereof recorded on Sheet 21-B of the Plat Records of Atascosa County, Texas, being a portion that certain 132.479 acre tract of land described in a Deed to Henneke Financial Group, LLC from Benjamin Zachariah Dooling Rainey, Independent Executor of the Estate of Sandra Rainey Baker, Deceased, dated March 19, 2020, as recorded in Instrument No. 203381 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 5/8" iron pin set in fence on the Northwest line of said Lot 47, the Northwest line of said 132.479 acre tract of land, the Southeast line of Tract "N" of Townsend Farms Subdivision, a subdivision as shown on a plat thereof recorded on Sheet 6-A of the said Plat Records, and the Southeast line of that certain property described as a portion of Tract "N" in a Deed to Deborah Temple Shearrer from James Edward Shearrer, dated December 20, 1999, as recorded in Volume 168 on Page 757 of the said Official Public Records, for the West corner of a certain 13.017 acre tract of land, this day surveyed as Tract 8, the West corner of certain 3.207 acre 35-foot-wide Ingress-Egress Easement, this day surveyed, and the North corner of this survey from which a 2" diameter pipe corner post found at the point-of-intersection of the Northwest line of said 132.479 acre tract of land and the Southwest line of County Road 101 bears N 50-32-31 E 532.00 feet, N 50-31-43 E 1314.23 feet, and N 50-36-35 E 2119.53 feet;

THENCE: Along the Southwest line of said Tract 8 and the Southwest terminus line of said 3.207 acre 35-foot-wide Ingress-Egress Easement, S 39-10-37 E at 35.00 feet pass a 5/8" iron pin set for the South corner of said 3.207 acre 35-foot-wide Ingress-Egress Easement, continuing a total distance of 1149.87 feet to a 5/8" iron pin set 31.37 feet Northwest of fence on the Southeast line of said 132.479 acre tract of land and the Northwest line of that certain 133.29 acre tract of land described in a Deed to South Texas Home & Recreational Land Company, LLC from Glenn R. Boeck and Donna B. Grinnan, dated July 1, 2019, as recorded in Instrument No. 197182 of the said Official Public Records, for the South corner of said Tract 8, and the East corner of this survey;

THENCE: Along the Southeast line of said 132.479 acre tract of land and the Northwest line of said 133.29 acre tract of land, S 50-41-02 W at 187.32 feet pass a ½" iron pin found 5.22 feet Southwest of a 6" diameter creosote corner post, continuing a total distance of 1013.11 feet to a 5/8" iron pin set on the Southwest line of said Lot 48, the Northeast line of Lot 55 of said Thornton Ranch Subdivision, and the Northeast line of that certain 114.48 acres of land, more or less, described as First Tract in a Deed to Leslie Shearrer and Clifton Shearrer from James Edward Shearrer, dated February 16, 2000, as recorded in Volume 137 on Page 681 of the said Official Public Records, for the South corner of said 132.479 acre tract of land, the West corner of said 133.29 acre tract of land, and the South corner of this survey;

THENCE: Generally along fence, Southwest line of said Lot 48, the Northeast line of said Lot 55, the Southwest line of said 132.479 acre tract of land, and the Northeast line of said 114.48 acres of land, more or less, N 39-11-58 W 1147.36 feet to a 12" diameter cedar corner post on the Southeast line of said portion of Tract "N", for the West corner of said Lot 48, the North corner of said Lot 55, the West corner of said 132.479 acre tract of land, the North corner of said 114.48 acres of land, more or less, and the West corner of this survey;

THENCE: Generally along fence, the Northwest line of said Lot 48, the Northwest line of said 132.479 acre tract of land, the Southeast line of said Tract "N", and the Southeast line of said portion of Tract "N", N 50-32-31 E 1013.57 feet to the POINT OF BEGINNING.

Tract II: Easement Estate

A survey of a 3.207 acre 35-foot-wide Ingress-Egress Easement situated about 15.2 miles N 72° E of Jourdanton, in Atascosa County, Texas, lying within Survey No. 1069, Abstract No. 611, Simon Malone, original Grantee, lying within Survey No. 1070, Abstract No. 919, William Waggoner, original Grantee, lying within Lots 47 and 48, Thornton Ranch Subdivision, a subdivision as shown on a plat thereof recorded on Sheet 21-B of the Plat Records of Atascosa County, Texas, lying within that certain 132.479 acre tract of land described in a Deed to Henneke Financial Group, LLC from Benjamin Zachariah Dooling Rainey, Independent Executor of the Estate of Sandra Rainey Baker, Deceased, dated March 19, 2020, as recorded in Instrument No. 203381 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a point in the centerline of County Road 101 on the Southeast line of Tract "F" of Townsend Farms Subdivision, a subdivision as shown on a plat thereof recorded on Sheet 6-A of the aforementioned Plat Records, for the North corner of said Lot 47, the West corner of Lot 26 of said Thornton Ranch Subdivision, the North corner of said 132.479 acre tract of land, the North corner of a certain 11.780 acre tract of land, this day surveyed as Tract 1, and the North corner of this easement;

THENCE: Along the centerline of said County Road 101, the Northeast line of said Lot 47, the Southwest line of said Lot 26, the Northeast line of said 132.479 acre tract of land, and the Northeast line of said Tract 1, S 39-10-37 E 35.00 feet to a point for the East corner of this easement;

THENCE: Parallel to and 35.00 feet Southeast of fence, the Northwest line of said 132.479 acre tract of land, the Northwest line of said Tract 1, the Northwest line of a certain 18.650 acre tract of land, this day surveyed as Tract 3, the Northwest line of a certain 12.768 acre tract of land, this day surveyed as Tract 4, and the Northwest line of a certain 14.654 acre tract of land, this day surveyed as Tract 5, S 50.36-35 W at 841.48 feet pass a 5/8" iron pin set on the Southwest line of said Tract 1 and the Northeast line of said Tract 3, at 1544.26 feet pass a 5/8" iron pin set on the Southwest line of said Tract 3 and the Northeast line of said Tract 4, at 2025.72 feet pass a 5/8" iron pin set on the Southwest line of said Tract 4 and the Northeast line of said Tract 5, continuing a total distance of 2144.53 feet to a 5/8" iron pin set for an angle point of this easement;

THENCE: Parallel to and 35.00 feet Southeast of fence, the Northwest line of said 132.479 acre tract of land, the Northwest line of said Tract 5, the Northwest line of a certain 12.040 acre tract of land, this day surveyed as Tract 6, and the Northwest line of a certain 12.280 acre tract of land, this day surveyed as Tract 7, S 50-31-43 W at 434.19 feet pass a 5/8" iron pin set on the Southwest line of said Tract 5 and the Northeast line of said Tract 6, at 889.08 feet pass a 5/8" iron pin set on the Southwest line of said Tract 6 and the Northeast line of said Tract 7, continuing a total distance of 1314.21 feet to a 5/8" iron pin set for an angle point of this easement;

THENCE: Parallel to and 35.00 feet Southeast of fence, the Northwest line of said 132.479 acre tract of land, the Northwest line of said Tract 7, and the Northwest line of a certain 13.017 acre tract of land, this day surveyed as Tract 8, S 50-32-31 W at 39.32 feet pass a 5/8" iron pin set on the Southwest line of said Tract 7 and the Northeast line of said Tract 8, continuing a total distance of 532.18 feet to a 5/8" iron pin set on the Southwest line of said Tract 8 and the Northeast line of a certain 26.720 acre tract of land, this day surveyed as Tract 9, for the South corner of this easement;

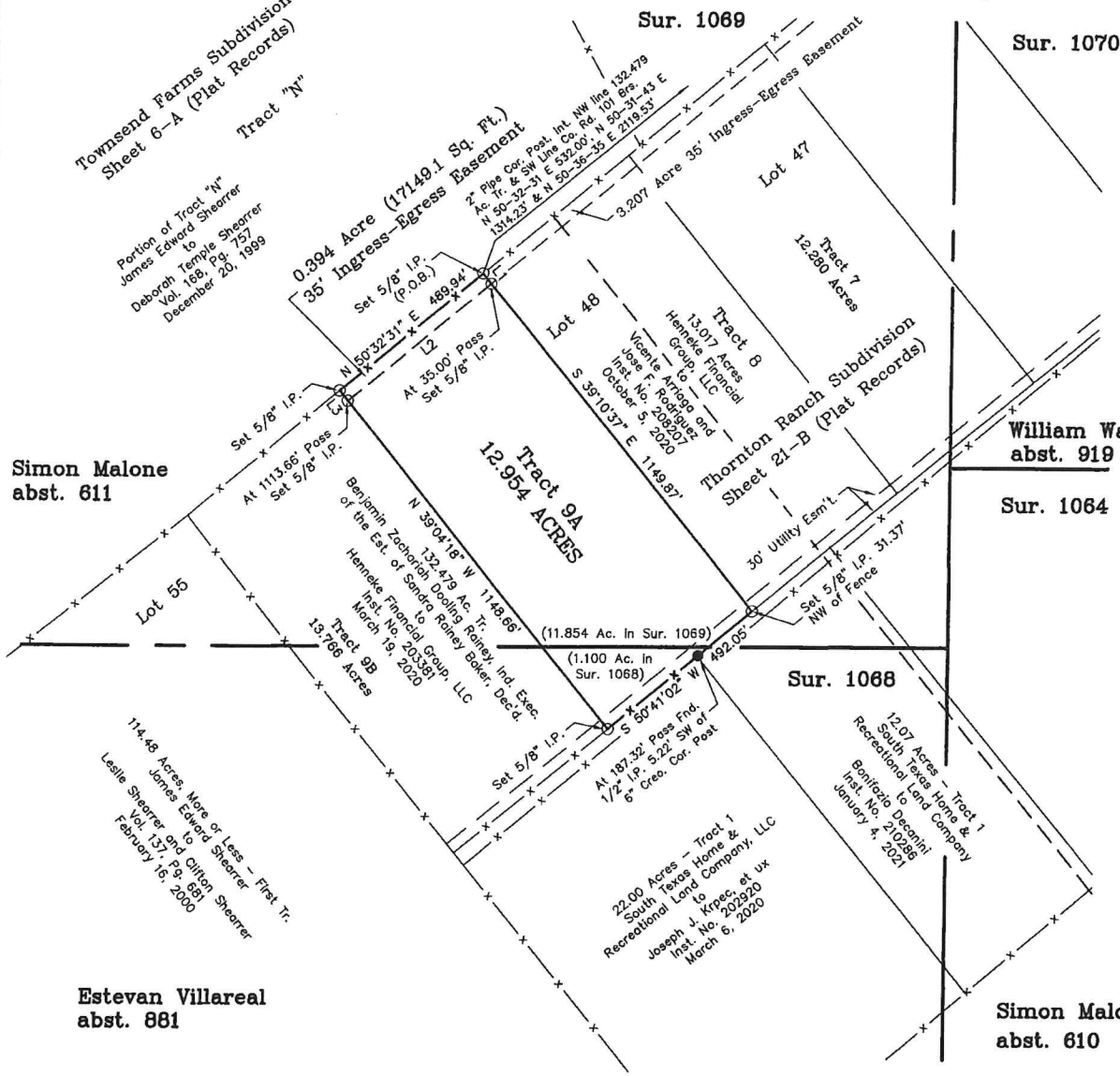
THENCE: Along the Southwest line of said Tract 8 and the Northeast line of said Tract 9, N 39-10-37 W 35.00 feet to a 5/8" iron pin set on the Northwest line of said Lot 48, the Northwest line of said 132.479 acre tract of land, the Southeast line of Tract "N" of said Townsend Farms Subdivision, the Southeast Line of that certain property described in a Deed to Deborah Temple Shearrer from James Edward Shearrer, dated December 20, 1999, as recorded in Volume 168 on Page 757 of the said Official Public Records, for the West corner of said Tract 8, the North corner of said Tract 9, and the West corner of this easement;

THENCE: Generally along fence, the Northwest line of said Lot 48, the Northwest line of said Lot 47, the Northwest line of said 132.479 acre tract of land, the Northwest line of said Tract 8, the Northwest line of said Tract 7, the Southeast line of said Tract "N", and the Southeast line of said Deborah Temple Shearrer property, N 50-32-31 E at 492.86 feet pass a 5/8" iron pin set for the North corner of said Tract 8 and the West corner of said Tract 7, continuing a total distance of 532.00 feet to 10" diameter creosote corner post for the Southeast corner of said Deborah Temple Shearrer property, the Southwest corner of that certain 99.81 acres of land, more or less, described in a Deed to Kenneth C. Holston and Lynette D. Holston from Cindy Roemer Miller, et vir, et al, dated March 2, 2001, as recorded in Volume 165 on Page 186 of the said Official Public Records, and an angle point of this easement;

THENCE: Generally along fence, the Northwest line of said Lot 47, the Northwest line of said 132.479 acre tract of land, the Northwest line of said Tracts 7, 6, and 5, the Southeast line of Tract "T" of said Townsend Farms Subdivision, and the Southeast line of said 99.81 acres of land, more or less, N 50-31-43 E at 425.31 feet pass a 5/8" iron pin set for the North corner of said Tract 7 and the West corner of said Tract 6, at 880.20 feet pass a 5/8" iron pin set for the North corner of said Tract 6 and the West corner of said Tract 5, continuing a total distance of 1314.23 feet to a 10" diameter creosote corner post for the Southeast corner of said 99.81 acres of land, more or less, the Southwest corner of that certain 116.92 acre tract of land described in a Deed to Jerald Kolinek and Brenda Kolinek from Barney A. Kappelmann and Joyce D. Kappelmann, dated September 23, 2003, as recorded in Volume 249 on Page 489 of the said Official Public Records, and an angle point of this easement;

THENCE: Generally along fence, the Northwest line of said Lot 47, the Northwest line of said 132.479 acre tract of land, the Northwest line of said Tracts 5, 4, 3, and 1, the Southeast line of said Tract "T", the Southeast terminus line of East Road, the Southeast line of said Tract "F", and the Southeast line of said 116.92 acre tract of land, N 50-36-35 E at 118.96 feet pass a 5/8 " iron pin set for the North corner of said Tract 5 and the West corner of said Tract 4, at 600.43 feet pass a 5/8"iron pin set for the North corner of said Tract 4 and the West corner of said Tract 3, at 1303.20 feet pass a 5/8" iron pin set for the North corner of said Tract 3 and the West corner of said Tract 1, at 2119.53 feet pass a 2" diameter pipe corner post on the Southwest line of said County Road 101 for the Southeast corner of said 116.92 acre tract of land, leaving fence and continuing a total distance of 2144.68 feet to the POINT OF BEGINNING.

Atascosa County, Texas



Prepared For: Henneke Financial Group, LLC

A Plat of 12.954 acres of land situated about 15.2 miles N 72° E of Jourdanton, in Atascosa County, Texas, being 1.100 acres out of Survey No. 1068, Abstract No. 881, Estevan Villareal, original Grantee, and 11.854 acres out of Survey No. 1069, Abstract No. 611, Simon Malone, original Grantee, being a portion of Lot 48, Thornton Ranch Subdivision, a subdivision as shown on a plat thereof recorded on Sheet 21-B of the Plat Records of Atascosa County, Texas, and being a portion of that certain 132.479 acre tract of land described in a Deed to Henneke Financial Group, LLC from Benjamin Zachariah Dooling Rainey, Independent Executor of the Estate of Sandra Rainey Baker, Deceased, dated March 19, 2020, as recorded in Instrument No. 203381 of the Official Public Records of Atascosa County, Texas.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing plat was prepared from an actual survey made under my supervision on the ground on or before May 25, 2023 and that no field work was done at this time and that same is true and correct. Witness my hand and seal this the 11th day of December, 2025.

Jonathan H. Rothe
Registered Professional Surveyor No. 6286
Firm No. 10122200

STATE OF TEXAS
REGISTERED
JONATHAN H. ROTHE
6286
PROFESSIONAL
LAND SURVEYOR

N

Scale: 1"=300'

LEGEND:
SET 5/8" IRON PIN -O

0.394 ACRE
35' INGRESS-EGRESS EASEMENT

LINE	BEARING	DISTANCE
L1	S 39°10'37" E	35.00'
L2	S 50°32'31" W	490.01'
L3	N 39°04'18" W	35.00'

LEGEND

EASEMENT LINE	— — — — —
BOUNDARY FENCE	—x—x—
BOUNDARY LINE	———
FENCE	—x—x—
ELECTRIC LINE	—E—E—
SURVEY LINE	———

STATE OF TEXAS
REGISTERED
JONATHAN H. ROTHE
6286
PROFESSIONAL
LAND SURVEYOR

Rothe & Associates, PLLC
Land Surveying
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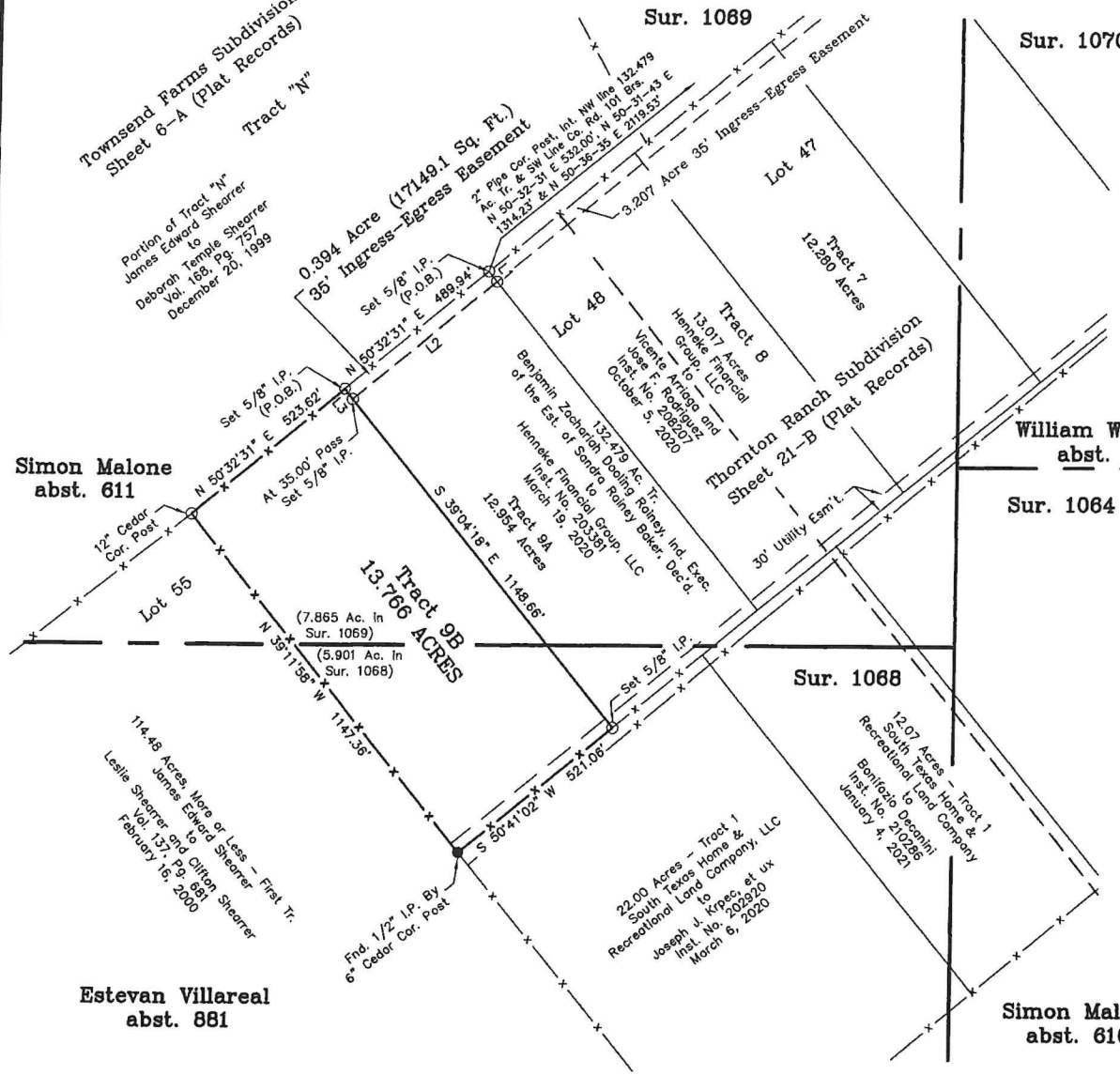
e-mail: office@rothe-inc.com
www.rothelandsurveyor.com

Atascosa County, Texas



Prepared For: Henneke Financial Group, LLC

A Plat of 13.766 acres of land situated about 15.2 miles N 72° E of Jourdanton, in Atascosa County, Texas, being 5.901 acres out of Survey No. 1068, Abstract No. 881, Estevan Villareal, original Grantee, and 7.865 acres out of Survey No. 1069, Abstract No. 611, Simon Malone, original Grantee, being a portion of Lot 48, Thornton Ranch Subdivision, a subdivision as shown on a plat thereof recorded on Sheet 21-B of the Plat Records of Atascosa County, Texas, and being a portion of that certain 132.479 acre tract of land described in a Deed to Henneke Financial Group, LLC from Benjamin Zachariah Dooling Rainey, Independent Executor of the Estate of Sandra Rainey Baker, Deceased, dated March 19, 2020, as recorded in Instrument No. 203381 of the Official Public Records of Atascosa County, Texas.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing plat was prepared from an actual survey made under my supervision on the ground on or before May 25, 2023 and that no field work was done at this time and that same is true and correct. Witness my hand and seal this the 11th day of December, 2025.

Jonathan H. Rothe
Registered Professional Surveyor No. 6286
Firm No. 10122200

STATE OF TEXAS REGISTERED JONATHAN H. ROTHE 6286 PROFESSIONAL LAND SURVEYOR

N

Scale: 1"=300'

LEGEND:
SET 5/8" IRON PIN —O

0.394 ACRE
35' INGRESS-EGRESS EASEMENT

LINE	BEARING	DISTANCE
L1	S 39°10'37" E	35.00'
L2	S 50°32'31" W	490.01'
L3	N 39°04'18" W	35.00'

LEGEND

EASEMENT LINE
BOUNDARY FENCE
BOUNDARY LINE
FENCE
ELECTRIC LINE
SURVEY LINE

STATE OF TEXAS REGISTERED JONATHAN H. ROTHE 6286 PROFESSIONAL LAND SURVEYOR

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e-mail: office@rothe-inc.com
www.rothelandsurveyor.com

THE STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: Henneke Financial Group, LLC

FIELD NOTES TO DESCRIBE

A survey of a 0.394 acre 35-foot-wide Ingress-Egress Easement situated about 15.2 miles N 72° E of Jourdanton, in Atascosa County, Texas, lying within Survey No. 1069, Abstract No. 611, Simon Malone, original Grantee, lying within Survey No. 1070, Abstract No. 919, William Waggoner, original Grantee, lying within Lot 48, Thornton Ranch Subdivision, a subdivision as shown on a plat thereof recorded on Sheet 21-B of the Plat Records of Atascosa County, Texas, lying within that certain 132.479 acre tract of land described in a Deed to Henneke Financial Group, LLC from Benjamin Zachariah Dooling Rainey, Independent Executor of the Estate of Sandra Rainey Baker, Deceased, dated March 19, 2020, as recorded in Instrument No. 203381 of the Official Public Records of Atascosa County, Texas, lying within a certain 12.954 acres of land, this day surveyed as Tract 9A, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 5/8" iron pin set on the Northwest line of said 132.479 acre tract of land, the Northwest line of said Lot 48, the Southeast line of Tract "N" of Townsend Farms Subdivision, a subdivision as shown on Sheet 6-A of the aforementioned Plat Records, the Southeast line of that certain property called a portion of Tract "N" in a Deed to Deborah Temple Shearrer from James Edward Shearrer, dated December 20, 1999, as recorded in Volume 168 on Page 757 of the aforementioned Official Public Records, for the West corner of a certain 13.017 acres of land, this day surveyed, the West corner of a certain 3.207 acre 35-foot-wide Ingress-Egress Easement, this day surveyed, the North corner of said Tract 9A, and the North corner of this easement;

THENCE: Along the Southwest line of said Tract 8, the Southwest line of said 3.207 acre 35-foot-wide Ingress-Egress Easement, and the Northeast line of said Tract 9A, S 39-10-37 E 35.00 feet to a 5/8" iron pin set for the East corner of this survey;

THENCE: S 50-32-31 W 490.01 feet to a 5/8" iron pin set on the Southwest line of said Tract 9A and the Northeast line of a certain 13.766 acres of land, this day surveyed as Tract 9B, for the South corner of this easement;

THENCE: Along the Southwest line of said Tract 9A and the Northeast line of said Tract 9B, N 39-04-18 W 35.00 feet to a 5/8" iron pin set on the Northwest line of said Lot 48, the Northwest line of said 132.479 acre tract of land, the Southeast line of said Tract "N", and the Southeast line of said portion of Tract "N", for the West corner of said Tract 9A, the North corner of said Tract 9B, and the West corner of this easement;

THENCE: Generally along fence, the Northwest line of said Lot 48, the Northwest line of said 132.479 acre tract of land, the Northwest line of said Tract 9A, the Southeast line of said Tract "N", and the Southeast line of said portion of Tract "N", N 50-32-31 E 489.94 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground on or before May 25, 2023 and that no field work was done at this time and that same is true and correct. Witness my hand and seal this the 11th day of December, 2025.

Jonathan H. Rothe

Jonathan H. Rothe
Registered Professional Land Surveyor No. 6286
1705 Avenue K, P.O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005

THE STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: Henneke Financial Group, LLC
Tract 9A

FIELD NOTES TO DESCRIBE

A survey of 12.954 acres of land situated about 15.2 miles N 72° E of Jourdanton, in Atascosa County, Texas, being 1.100 acres out of Survey No. 1068, Abstract No. 881, Estevan Villareal, original Grantee, being 11.854 acres out of Survey No. 1069, Abstract No. 611, Simon Malone, original Grantee, being a portion of Lot 48, Thornton Ranch Subdivision, a subdivision as shown on a plat thereof recorded on Sheet 21-B of the Plat Records of Atascosa County, Texas, being a portion that certain 132.479 acre tract of land described in a Deed to Henneke Financial Group, LLC from Benjamin Zachariah Dooling Rainey, Independent Executor of the Estate of Sandra Rainey Baker, Deceased, dated March 19, 2020, as recorded in Instrument No. 203381 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 5/8" iron pin set in fence on the Northwest line of said Lot 48, the Northwest line of said 132.479 acre tract of land, the Southeast line of Tract "N" of Townsend Farms Subdivision, a subdivision as shown on a plat thereof recorded on Sheet 6-A of the said Plat Records, and the Southeast line of that certain property described as a portion of Tract "N" in a Deed to Deborah Temple Shearrer from James Edward Shearrer, dated December 20, 1999, as recorded in Volume 168 on Page 757 of the said Official Public Records, for the West corner of a certain 13.017 acre tract of land, this day surveyed as Tract 8, the West corner of a certain 3.207 acre 35-foot-wide Ingress-Egress Easement, this day surveyed, the North corner of a certain 0.394 acre 35-foot-wide Ingress-Egress Easement, this day surveyed, and the North corner of this survey from which a 2" diameter pipe corner post found at the point-of-intersection of the Northwest line of said 132.479 acre tract of land and the Southwest line of County Road 101 bears N 50-32-31 E 532.00 feet, N 50-31-43 E 1314.23 feet, and N 50-36-35 E 2119.53 feet;

THENCE: Along the Southwest line of said Tract 8, the Southwest terminus line of said 3.207 acre 35-foot-wide Ingress-Egress Easement, and the Northeast line of said 0.394 acre 35-foot-wide Ingress-Egress Easement, S 39-10-37 E at 35.00 feet pass a 5/8" iron pin set for the South corner of said 3.207 acre 35-foot-wide Ingress-Egress Easement and the East corner of said 0.394 acre Ingress-Egress Easement, continuing a total distance of 1149.87 feet to a 5/8" iron pin set 31.37 feet Northwest of fence on the Southeast line of said 132.479 acre tract of land and the Northwest line of that certain 12.07 acres of land described as Tract 1 in a Deed to Bonifazio Decanini from South Texas Home & Recreational Land Company, dated January 4, 2021, as recorded in Instrument No. 210286 of the said Official Public Records, for the South corner of said Tract 8, and the East corner of this survey;

THENCE: Along the Southeast line of said 132.479 acre tract of land, the Northwest line of said 12.07 acres of land, and the Northwest line of that certain 22.00 acres of land described as Tract 1 in a Deed to Joseph J. Krpec, et ux from South Texas Home & Recreational Land Company, LLC, dated March 6, 2020, as recorded in Instrument No. 202920 of the said Official Public Records, S 50-41-02 W at 187.32 feet pass a ½" iron pin found 5.22 feet Southwest of a 6" diameter creosote corner post for the West corner of said 12.07 acres of land and the North corner of said 22.00 acres of land, continuing a total distance of 492.05 feet to a 5/8" iron pin set for the East corner of a certain 13.766 acres of land, this day surveyed as Tract 9B, and the South corner of this survey;

THENCE: Across said 132.479 acres of land and along the Northeast line of said Tract 9B,

N 39-04-18 W at 1113.66 feet pass a 5/8" iron pin set for the South corner of said 0.394 acre Ingress-Egress Easement, continuing a total distance of 1148.66 feet to a 5/8" iron pin set in fence on the Northwest line of said 132.479 acre tract of land, the Northwest line of said Lot 48, the Southeast line of said Tract "N", and the Southeast line of said Portion of Tract N", for the West corner of said 0.394 acre 35-foot-wide Ingress-Egress Easement, the North corner of said Tract 9B, and the West corner of this survey;

THENCE: Generally along fence, the Northwest line of said Lot 48, the Northwest line of said 132.479 acre tract of land, the Southeast line of said Tract "N", and the Southeast line of said Portion of Tract "N", N 50-32-31 E 489.94 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground on or before May 25, 2023 and that no field work was done at this time and that same is true and correct. Witness my hand and seal this the 11th day of December, 2025.

Jonathan H. Rothe

Jonathan H. Rothe
Registered Professional Land Surveyor No. 6286
1705 Avenue K, P.O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
Fax (830) 426-8160

THE STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: Henneke Financial Group, LLC
Tract 9B

FIELD NOTES TO DESCRIBE

A survey of 13.766 acres of land situated about 15.2 miles N 72° E of Jourdanton, in Atascosa County, Texas, being 5.901 acres out of Survey No. 1068, Abstract No. 881, Estevan Villareal, original Grantee, being 7.865 acres out of Survey No. 1069, Abstract No. 611, Simon Malone, original Grantee, being a portion of Lot 48, Thornton Ranch Subdivision, a subdivision as shown on a plat thereof recorded on Sheet 21-B of the Plat Records of Atascosa County, Texas, being a portion that certain 132.479 acre tract of land described in a Deed to Henneke Financial Group, LLC from Benjamin Zachariah Dooling Rainey, Independent Executor of the Estate of Sandra Rainey Baker, Deceased, dated March 19, 2020, as recorded in Instrument No. 203381 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: At a 5/8" iron pin set in fence on the Northwest line of said Lot 48, the Northwest line of said 132.479 acre tract of land, the Southeast line of Tract "N" of Townsend Farms Subdivision, a subdivision as shown on a plat thereof recorded on Sheet 6-A of the said Plat Records, and the Southeast line of that certain property described as a portion of Tract "N" in a Deed to Deborah Temple Shearrer from James Edward Shearrer, dated December 20, 1999, as recorded in Volume 168 on Page 757 of the said Official Public Records, the West corner of certain 0.394 acre 35-foot-wide Ingress-Egress Easement, this day surveyed, the West corner of a certain 12.954 acres of land, this day surveyed as Tract 9A, and the North corner of this survey from which a 2" diameter pipe corner post found at the point-of-intersection of the Northwest line of said 132.479 acre tract of land and the Southwest line of County Road 101 bears N 50-32-31 E 489.94 feet, N 50-32-31 E 532.00 feet, N 50-31-43 E 1314.23 feet, and N 50-36-35 E 2119.53 feet;

THENCE: Along the Southwest line of said Tract 9A and the Southwest terminus line of said 0.394 acre 35-foot-wide Ingress-Egress Easement, S 39-04-18 E at 35.00 feet pass a 5/8" iron pin set for the South corner of said 0.394 acre 35-foot-wide Ingress-Egress Easement, continuing a total distance of 1148.66 feet to a 5/8" iron pin set on the Southeast line of said 132.479 acre tract of land and the Northwest line of that certain 22.00 acres of land described as Tract 1 in a Deed to Joseph J. Krpec, et ux from South Texas Home & Recreational Land Company, LLC, dated March 6, 2020, as recorded in Instrument No. 202920 of the said Official Public Records, for the South corner of said Tract 9A, and the East corner of this survey;

THENCE: Along the Southeast line of said 132.479 acre tract of land and the Northwest line of said 22.00 acres of land, S 50-41-02 W 521.06 feet to a 1/2" iron pin set by a 6" diameter cedar corner post on the Southwest line of said Lot 48, the Northeast line of Lot 55 of said Thornton Ranch Subdivision, and the Northeast line of that certain 114.48 acres of land, more or less, described as First Tract in a Deed to Leslie Shearrer and Clifton Shearrer from James Edward Shearrer, dated February 16, 2000, as recorded in Volume 137 on Page 681 of the said Official Public Records, for the South corner of said 132.479 acre tract of land, the West corner of said 22.00 acres of land, and the South corner of this survey;

THENCE: Generally along fence, Southwest line of said Lot 48, the Northeast line of said Lot 55, the Southwest line of said 132.479 acre tract of land, and the Northeast line of said 114.48 acres of land, more or less, N 39-11-58 W 1147.36 feet to a 12" diameter cedar corner post on the Southeast line of said portion of Tract "N", for the West corner of said Lot 48, the North corner of said Lot 55, the West corner of said 132.479 acre tract of land, the North corner of said 114.48 acres of land, more or less, and the West corner of this survey;

THENCE: Generally along fence, the Northwest line of said Lot 48, the Northwest line of said 132.479 acre tract of land, the Southeast line of said Tract "N", and the Southeast line of said portion of Tract "N", N 50-32-31 E 523.62 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground on or before May 25, 2023 and that no field work was done at this time and that same is true and correct. Witness my hand and seal this the 11th day of December, 2025.

Jonathan H. Rothe

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1705 Avenue K, P.O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
Fax (830) 426-8160

AGENDA REQUEST
(GENERAL)

Agenda Item 25.

Meeting Date:	01/26/2026
Item Title:	Database Access Agreement
Submitted For:	Theresa Carrasco, County Clerk

Discuss and/or take appropriate action concerning:

Theresa Carrasco: County Clerk:	Discuss and/or take appropriate action to approve the Database Access Agreements between Atascosa County and Records Online, Zillow, CoreLogic Information, and Atascosa Title, Inc., to proceed with the FPT database access site; acknowledge prior approval by the Commissioners Court on November 10, 2025; and authorize the County Judge to sign the agreements on behalf of all parties.

AGENDA REQUEST
(GENERAL)

Agenda Item 26.

Meeting Date:	01/26/2026
Item Title:	December 2025 Minutes
Submitted For:	Theresa Carrasco, County Clerk

Discuss and/or take appropriate action concerning:

Theresa Carrasco: County Clerk:	Discuss and/or take appropriate action to approve the Commissioners' Court Minutes for December 2025.

AGENDA REQUEST
(GENERAL)

Agenda Item 27.

Meeting Date: 01/26/2026
Item Title:
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: County Auditor: Discuss and/or take appropriate action to approve the attached 2025 Budget adjustments.

AGENDA REQUEST
(GENERAL)

Agenda Item 28.

Meeting Date: 01/26/2026
Item Title:
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: County Auditor: Discuss and/or take appropriate action to accept the budget converted to the FI Software System. The amount for budget items will not change from the approved 2026 budget, but might be combined into line items that are similar.

AGENDA REQUEST
(GENERAL)

Agenda Item 29.

Meeting Date:	01/26/2026
Item Title:	Pre-Trial Diversion Fund
Submitted For:	Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: County Auditor:	Discuss and/or take appropriate action concerning approval of disbursement of pre-trial diversion funds as authorized by Art. 102.0121 of the Texas Code of Criminal Procedure and approval of a check to be written from the Pre-Trial Miscellaneous Fund line item 053-400-625, in the amount of $10,500.00 for FY 2026 2nd quarter payment for services provided to Atascosa by the CSCD, as specified in the Interlocal Agreement. This has been reviewed and approved by the County Attorney.

AGENDA REQUEST
(GENERAL)

Agenda Item 30.

Meeting Date:	01/26/2026
Item Title:	SAVNS Grant
Submitted For:	Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: County Auditor:	Discuss and/or take appropriate action on approving the renewal of the Statewide Automated Victim Notification Service (SAVNS) Grant Contract. This is with the Office of the Attorney General (OAG). If approved, direct the County Judge to sign via DocuSign. This agreement has been reviewed and approved by the County Attorney's office.

AGENDA REQUEST
(GENERAL)

Agenda Item 31.

Meeting Date:	01/26/2026
Item Title:	County Attorney Trade-in/Purchase
Submitted For:	Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: County Auditor:	Discuss and/or take appropriate action concerning the trade-in of the following item from the County Attorney: 2019 Ford F150 Pickup, VIN#1FTEW1CB3KKE60512, for a trade-in value of $16,000.00 to Mac Haik's Southway Ford. This trade will go toward the purchase of a 2025 Ford F150 Pickup, VIN#1FTEW2LP9SFC56565, for $53,226.25. The total cost after trade-in is $31,476.25. This purchase will be charged to the County Attorneys capital outlay budget 012-404-707.

ATTACHMENTS

Mac Haik's Quote

Mac Haik's SOUTHWAY FORD

Vehicle Purchase Order

7979 IH-35 South · San Antonio, Texas 78224
(210) 922-2222 · Toll Free: 1-888-825-3023

Deal# 620922
Cust# 695538

Salesman JAIME HERRERA

Customer: ATASCOSA COUNTY	Date: 01/07/2026	Stock#: 25T4251
Address: 1 COURTHOUSE CIRCLE DR STE 105	N/U: N Year: 2025 Make: FORD	
City, State, Zip: JOURDANTON, TX 78026	Model: F150 PICKUP	
Home Phone: 830-399-6344 Bus Phone: 830-769-2341	Color: MARSH_GRAY	
Body: PU Mileage: 47	Serial No.: 1FTEW2LP9SFC56565	

Dealers Added Equipment:

Disclaimer of Warranties:
The Seller Hereby Expressly Disclaims All Warranties, Either Expressed or Implied, Including Any Implied Warranty Of Merchantability Of Fitness For A Particular Purpose, And Dealership Neither Assumes Nor Authorizes Any Other Person To Assume For It Any Liability In Connection With This Sale.

All Used Cars Sold "AS IS" Unless Otherwise Indicated Here Below

N/A

**The Dealer's Inventory Tax Charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge which is paid by the dealer to the County Tax Assessor Collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

Used Motor Vehicle Buyers Guide: If you are buying a used vehicle with this contract, federal License/Title Fees relations may require a special Buyers Guide to be displayed on the window of this vehicle. The information you see on the Window Form for this vehicle is Part Of This Contract. Total Cash Price Information on the Window Form Overrides Any Contract Provision In The Contract Of Sale.

Selling Price	52679.00
N/A	N/A
N/A	N/A
*Document Fee	225.00
Convenience Fee	N/A
State Inspection Fee	16.75
State Sales Tax	N/A
**Dealer's Inventory Tax	97.00
License/Title Fees	208.50
Total Cash Price	53226.25

Customer's Trade-In Information	Trade-In Amount	Balance Owed $	Net Trade-In $
Yr: 2019 Make: FORD Model: F150 PICKUP	16000.00	N/A	16000.00
ID# 1FTEW1CB3KKE60512 Mileage: 73350			Customers Initials
Reconditioned ☐ Yes ☐ No Flood Damaged ☐ Yes ☐ No Rebuilt Salvaged ☐ Yes ☐ No Non-repairable ☐ Yes ☐ No			
Owed to: N/A			
Yr: N/A Make: N/A Model: N/A	N/A	N/A	N/A
ID# N/A Mileage: N/A			Customers Initials
Reconditioned ☐ Yes ☐ No Flood Damaged ☐ Yes ☐ No Rebuilt Salvaged ☐ Yes ☐ No Non-repairable ☐ Yes ☐ No N/A			
Owed to: N/A			
Totals for Trades $	16000.00	N/A	16000.00

Customer Agrees That The Balance Owed Block Shown Above Is Estimated, And That Upon Verification Buyer Agrees To Pay The Amount Exceeding The Figures Used For Balance Owed, Shown Above.

Buyers Signature: X _____

*A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGEDTO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

*UN HONORARIO DE DOCUMENTACIÓN NO ES UN HONORARIO OFICIAL. UN HONORARIO DE DOCUMENTACIÓN NO ES REQUERIDO POR LA LEY, PERO PUEDE SER CARGADA AL COMPRADOR COMO GASTOS DE MANEJO OE DOCUMENTOS RELACIONADOS CON UNA VENTA. UN HONORARIO DE DOCUMENTACIÓN NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN ES REQUERIDA POR LA LEY.

Total Trade Net Value	16000.00
Cash Down	N/A
Rebate	5750.00
Unpaid Balance of Cash Price	31476.25
N/A	N/A
Optional Insurance	N/A
Unpaid Balance - Amount Financed	31476.25

If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit on terms described herein and no contractual relationship created. This offer does not constitute an agreement for extension of credit.
At This Dealership: A customer may obtain their own financing. The finance charge may be negotiable. The Dealership may assign the retail installment contract. A person may acquire a retail installment contract on an outstanding balance under a contract from another person on the terms, including the price, to which they agree. No person acquiring or assigning a retail installment of any balance under a contract has any duty to disclose to any other person the terms on which a contract or balance under a contract is acquired, including any discount or difference between the rates charges, or balance under the contract and the rates, charges, or balance acquired [Finance Code 348.301].
Manufacturers/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of new vehicle ordered is changed prior to delivery to Buyer. Buyer agrees and accepts that the cash delivered price will be changed accordingly If the Buyer's used car trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraisal value shall determine the allowance, if any, made for the trade-in.
Buyer agrees to deliver the original bill of sale and the title to any trade-in along with the delivery of the trade-in and further agrees to execute any and all documents necessary or required to transfer the legal title and ownership to Seller or its assigns. Buyer warrants that trade-in has not been declared rebuilt salvage, reconditioned, non repairable, or flood damaged and the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed.
Seller makes no representations concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied. It is expressly agreed to and understood by Buyer and Seller that in the event of a non-credit transaction, Seller retains a security interest in the purchase vehicle until such time as Buyer has paid the Seller for the vehicle.
As a Buyer of the above described vehicle, I understand and agree that the Seller may make a profit on the sale of the vehicle, any add•on equipment, insurance product, financing, warranty or service contract, repair or any other product or service sold or offered by Seller.

It is agreed that there are no other warranties, either express or including any implied warranty of merchantability or fitness. In the event the car sold hereunder is a used car, it is agreed that dealer assumes only such warranty obligation to Buyer as are set forth on the face of this order i a separate written instrument, if any.
I have read the terms and conditions above and on the reverse side hereof, and it is understood and agreed that all such terms and conditions are a part of this order with the same effect as if they were printed above my signature. It is further understood and agreed that the terms and conditions on the front and back hereof comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever will be recognized.

Initials: _____

Manager's Approval _____ Buyer's Approval _____ Date 01/07/2026

AGENDA REQUEST
(GENERAL)

Agenda Item 32.

Meeting Date: 01/26/2026
Item Title:
Submitted For: Justin Vasquez, I.T. Manager

Discuss and/or take appropriate action concerning:

Justin Vasquez: JP Software Committee:	Discuss and/or take appropriate action concerning recommending LGS as the new case management software for Justice of the Peace courts. Addendum to the current contract pending County Attorney approval and authorizing the County Judge to sign.

ATTACHMENTS

Addendum

Contract Identification Number
LGS11-00001-11

Addendum 11

Exhibit 1
Non-Exclusive License and Services Agreement

THIS ADDENDA is entered into and executed by and between ATASCOSA COUNTY, TEXAS ("COUNTY") with administrative offices located at the Atascosa County Courthouse, Jourdanton, Texas, and Local Government Solutions, L.P. ("VENDOR"), having its principal place of business at 2693 Hwy 77, North, Suite 2100, Waxahachie, Texas 75165:

WHEREAS, the Commissioners Court of the COUNTY has determined that it desires to amend the existing contract for data processing services to add all four Justice of the Peace courts; and

WHEREAS, the COUNTY is a willing participant in this Addendum and is bound by the existing Agreement with the VENDOR hereinafter referred to as Contract # LGS11-00001-11 and entitled Non-Exclusive License and Services Agreement (NLSA), which is on file in the Atascosa County Clerks Records. The NLSA shall be the governing agreement with this and any future addendums forming the entire agreement;

WHEREAS, in accordance with the existing NLSA Atascosa County wishes to make an amendment to the existing NLSA;

NOW, THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following amendments:

Amendment 1:

Schedule A. *The following amendments to Schedule A shall be made:*

Atascosa Modifications

One-time Fees	
Data & Image Conversion – Edoc	
80hrs @ $85/hr	$6800.00
Setup & Customization	
16hrs @ $85/hr	$1,360.00
Training – On site	
8 days @ $850/day	$6,800.00
Total One-Time Fees	**$14,960.00**

All Modules	Number of Licenses	Licensing, Maintenance and Support License Cost	Monthly Cost
Justice of the Peace, Pct 1			
Justice Court - Full User	3	160.00	480.00
Justice Court – Inquiry User	1	65.00	65.00
Database Management Fee	2GB	40.00	40.00
Storage Fee	500GB	13.00	13.00

Justice of the Peace, Pct 2			
Justice Court - Full User	3	160.00	480.00
Justice Court – Inquiry User	1	65.00	65.00
Database Management Fee	2GB	40.00	40.00
Storage Fee	500GB	13.00	13.00
Justice of the Peace, Pct 3			
Justice Court - Full User	3	160.00	480.00
Justice Court – Inquiry User	1	65.00	65.00
Database Management Fee	2GB	40.00	40.00
Storage Fee	500GB	13.00	13.00
Justice of the Peace, Pct 4			
Justice Court - Full User	3	160.00	480.00
Justice Court – Inquiry User	1	65.00	65.00
Database Management Fee	2GB	40.00	40.00
Storage Fee	500GB	13.00	13.00
Total Proposal – Monthly Fee			**$2392.00**

Agreed to this the _____ day of _____, 20____ and hereby amended by the Commissioners Court Minute Order No _____ of Atascosa County, Texas.

Approved by:

Atascosa County, Texas

_____

Hon. Weldon Cude
Atascosa County Judge

Date: _____ , 2026

Local Government Solutions, L.P.

_____

William E. Hazeldean
President

Date January 12th, 2026

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AGENDA REQUEST
(GENERAL)

Agenda Item 33.

Meeting Date: 01/26/2026
Item Title:
Submitted For: Justin Vasquez, I.T. Manager

Discuss and/or take appropriate action concerning:

Justin Vasquez: I.T:

A. Discuss and/or take appropriate action concerning accepting quote from TotalCom for network cabling for the existing portion of the Tax Office renovation in the amount of $16,709.92 pending review by County Attorney and authorizing County Judge to sign.

B. Approve 50% payment up front from I.T. Capital Outlay Fund.

ATTACHMENTS

Quote

TX ACR 1750753 B11189
TOTALCOM MANAGEMENT, INC
www.totalcom-inc.com

January 15, 2026

Justin Vasquez
Atascosa County
1 Courthouse Circle
Jourdanton, Texas 78026

Justin,

Please find our scope and pricing for the new PHASE 2 remodel at the Tax office located at 1001 Oak Street, Jourdanton, Texas 78026 per the attached plans. The scope is as follows:

1. 1ea 48 port CAT6 patch panel.
2. 1ea 24 port CAT6 patch panel.
3. Install required J-hooks with Batwings for cable pathway installed concrete anchors with grid wire in the remodel area.
4. 55ea CAT6 Green inserts for user ends.
5. 17ea 2-port white face plates.
6. 2ea 2-port surface plates for WAP.
7. 55ea CAT6 5ft Green patch cords.
8. 55ea CAT6 10ft Green patch cords.
9. Trim out cabling onto the patch panels at the equipment rack and onto the CAT6 inserts mounted into face plates.
10. Install 1ea customer provided WAP's.
11. Provide and install Required J-hooks where applicable for cable support.
12. Dress rack using Velcro.
13. Test, label and document all installed cables and provide red lines once complete with cable numbers on the plans.
14. All floor locations will be required to conduit from the User end all the to the comm room under the building. Each conduit will have pull strings and bushings provided and installed by others.
15. Required labor and misc. hardware.

Provisions
All work will be done during normal business hours; Monday - Friday, 8:00am to 5:00pm, excluding holidays, unless otherwise specified. The prices quoted herein are based on client provided information, and are subject to change if work varies from original scope. ***Prices are valid for a period of 7 days, and do not include freight or applicable federal, state, local taxes & a 1% fuel/vehicle fee.*** *The venue for any disputes involving TotalCom Management, Inc. will be Bexar County, State of Texas. Any payment not received by the due date will be subject to a 18 % APR (1.5% per month) late charge. The Customer agrees to pay all fees necessary to collect any past due amounts including but not limited to the amount due, late fees, attorney fees, and any other reasonable expenses incurred to collect this debt.*

Warranties
All TotalCom Management, Inc. products come with a one-year limited warranty. All TotalCom Management, Inc. provided and installed equiment come with a 1 year limited warranty. Such warranty will be void if anyone except an AUTHORIZED TotalCom Management, Inc. representative attempts to install, change, or repair any equipment or product previously installed by TotalCom Management, Inc. without the expressed written consent of a principal owner of TotalCom Management, Inc. All other products and services come with the specified manufacturers' warranties through TotalCom Management, Inc. or the manufacturers' specified representatives. ***Shipping Charges & Required Personnel Lifts of any type are NOT included on any warranty repairs or returned items after bid acceptance and project is completed.***

16. Warranty – 1-year parts & labor.

Price: $16,709.92

PROJECT SCHEDULE

Trip One – TO BE SCHEDULED

a. Install pathways.
b. Rough in all required cabling

Trip Two – TO BE SCHEDULED

a. Trim and test all installed cabling
b. Mount customer provided WAPS

Exclusions.

1. All required conduits at locations per provided plans with pull strings and bushings.

Justin, please review and let me know if you have questions.

Regards,

Moe Oroian

Provisions

All work will be done during normal business hours; Monday - Friday, 8:00am to 5:00pm, excluding holidays, unless otherwise specified. The prices quoted herein are based on client provided information, and are subject to change if work varies from original scope. ***Prices are valid for a period of 7 days, and do not include freight or applicable federal, state, local taxes & a 1% fuel/vehicle fee.*** *The venue for any disputes involving TotalCom Management, Inc. will be Bexar County, State of Texas. Any payment not received by the due date will be subject to a 18 % APR (1.5% per month) late charge. The Customer agrees to pay all fees necessary to collect any past due amounts including but not limited to the amount due, late fees, attorney fees, and any other reasonable expenses incurred to collect this debt.*

Warranties

All TotalCom Management, Inc. products come with a one-year limited warranty. All TotalCom Management, Inc. provided and installed equiment come with a 1 year limited warranty. Such warranty will be void if anyone except an AUTHORIZED TotalCom Management, Inc. representative attempts to install, change, or repair any equipment or product previously installed by TotalCom Management, Inc. without the expressed written consent of a principal owner of TotalCom Management, Inc. All other products and services come with the specified manufacturers' warranties through TotalCom Management, Inc. or the manufacturers' specified representatives. ***Shipping Charges & Required Personnel Lifts of any type are NOT included on any warranty repairs or returned items after bid acceptance and project is completed.***

ATASCOSA COUNTY TAX OFFICE
1001 OAK STREET
JOURDANTON, TX. 78026
CONTACT – JUSTIN VASQUEZ – 830-570-7742

P	PAINT	FLOOR FINISHES:		CEILING:		OTHER:	
		CPT	CARPET TILE BY ALLOWANCE	CLG 1	2X2 LAY-IN	GR	GRANITE COUNTER
		CT	CERAMIC TILE BY ALLOWANCE			ST	STAINED WOOD
						PL	PLASTIC LAMINATE
						BLANK	NONE / NOT APPLICABLE
						RC	RUBBER COVE BASE
						ALUM	ALUMINUM
						SS	STAINLESS STEEL
						HM	HOLLOW METAL
						ETR	EXISTING TO REMAIN

MC1.0

1" EMT CONDUIT FROM MC1.0 TO WORK STATION INSTALLED BY CONTRACTOR UNDER BUILDING

PHASE 1 COMPLETE

PHASE 2

WAP

WAP

BREAK ROOM

EXISTING CABLES TO REMAIN TO FOR CAMERAS AND DRIVE THROUGH

WOOD DECK

WOOD DECK

WOOD DECK

CONCRETE DECK ANCHORS REQUIRED FOR J-HOOKS

ALL CAMERA CABLING TO REMIAN

THIS AREA MAY REMAIN THE SAME CONFIRM

PROVIDE NEW 88"X26" GRANITE COUNTER W/ 4" SPLASH, PROVIDE NEW CHICAGO FAUCET W/ WRIST PADDLE CONTROL

PROVIDE NEW 25" DEEP GRANITE COUNTER W/ 4" SPLASH, PROVIDE NEW CHICAGO FAUCET W/ WRIST PADDLE CONTROL

1'-3"

1'-3"

▼ PHASE 1 LOCATIONS - 3EA CAT6 RISER RATED CABLE WITH WHITE 3 PORT FACE PLATES (CONFIRM COLOR)

Ⓦ PHASE 1 LOCATIONS 2EA CAT6 RISER RATED CABLE FOR WAP

Ⓦ PHASE 2 LOCATIONS 2EA CAT6 RISER RATED CABLE FOR WAP

▽ PHASE 1 LOCATIONS - 3EA CAT6 RISER RATED CABLE WITH WHITE 3 PORT FACE PLATES (CONFIRM COLOR)

1" CONDUIT INSTALLED FROM COMM ROOM TO WORK STATION INSTALLED BY CONTRACTOR

FLOOR PLAN SYMBOLS:

- NEW WALL – SEE WALL TYPES SHEET A4
- NEW ONE HOUR RATED WALL
- EXISTING WALL
- X – INTERIOR WALL TYPE SYMBOL

TOTALCOM MANAGEMENT, INC.
MOE OROIAN
210-889-4610
12-22-26

TOTALCOM

AGENDA REQUEST
(GENERAL)

Agenda Item 34.

Meeting Date: 01/26/2026
Item Title:
Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Curtis Vickers: Discuss and/or take appropriate action to discuss the Tax Office construction
Judge Cude: project status and consider approval of change orders No. 2 and No. 3.

ATTACHMENTS

information
information

DRAFT

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* Atascosa County Tax Office Remodel 1001 Oak Street Jourdanton, TX 78026	**CONTRACT INFORMATION:** Contract For: General Construction Date: December 31, 2024	**CHANGE ORDER INFORMATION:** Change Order Number: 002 Date: January 26, 2026
OWNER: *(Name and address)* « Atascosa County, TX 1 Courthouse Circle Drive Jourdanton, TX 78026	**ARCHITECT:** *(Name and address)* Davis Powell Architecture 1152 Ferry Street Suite B Eagle Pass, TX 78852	**CONTRACTOR:** *(Name and address)* Holtz/Adams Construction and Consulting, LLC P.O. Box 2728 niversal City, TX 78148

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Directional Change Order for including the following Proposal Requests in the scope of work:

PR#3.18 Existing wet bar counter to closet with shelving modification $ 4,446.32
PR#3.22 Repair concealed conditions of walls behind headers and equipment $4,446.32
PR#4.1 Install 6 - 2" diameter grommets in counter top $629.33
PR#5.1 Credit for reduced scope Rooms E09, E10, E15 $(1309.90)
PR#5.2 Install furr out at existing concrete columns $3,187.66
PR#5.3 Credit to revise conc hole fill to removable plywood panel w/ carpet $(1,200.00)
Remaining Betterment Allowance after CO#2 $ 2,638.57

The original Contract Sum was	$	1,097,605.14
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	1,097,605.14
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	1,097,605.14

The Contract Time will be increased by forty-two (42) days.
The new date of Substantial Completion will be March 13, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Davis Powell Architecture	Holtz/Adams Construction and Consulting, LLC	Atascosa County, TX
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Davis Powell, Architect		
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**

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User Notes: (3B9ADA3B)

DATE	**DATE**	**DATE**

DRAFT

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User Notes: (3B9ADA3B)

DRAFT

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* Atascosa County Tax Office Remodel 1001 Oak Street Jourdanton, TX 78026	**CONTRACT INFORMATION:** Contract For: General Construction Date: December 31, 2024	**CHANGE ORDER INFORMATION:** Change Order Number: 003 Date: January 26, 2026
OWNER: *(Name and address)* « Atascosa County, TX 1 Courthouse Circle Drive Jourdanton, TX 78026	**ARCHITECT:** *(Name and address)* Davis Powell Architecture 1152 Ferry Street Suite B Eagle Pass, TX 78852	**CONTRACTOR:** *(Name and address)* Holtz/Adams Construction and Consulting, LLC P.O. Box 2728 niversal City, TX 78148

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Directional Change Order for including the following Proposal Requests in the scope of work:

PR#3.9 Add 28 outlets and removes an existing electrical panel and wall $11,836.68
PR#3.16 Remove existing concealed masonry wall $11,970.85
PR#4.2 Install 5 - 1" flex conduit from E07 to workstation boxes $3,409.30
PR#6 Extended rentals for temporary facilities 10/8 to 1/4 $17,290.22
Apply remaining allowance of $2638.57 to offset cost
Change Order#3 Amount = $40,892.21

The original Contract Sum was	$	1,097,605.14
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	1,097,605.14
The Contract Sum will be increased by this Change Order in the amount of	$	40892.21
The new Contract Sum including this Change Order will be	$	1,138,497.35

The Contract Time will be unchanged by zero (0) days.
The new date of Substantial Completion will be March 13, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Davis Powell Architecture	Holtz/Adams Construction and Consulting, LLC	Atascosa County, TX
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Davis Powell, Architect		
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

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AGENDA REQUEST
(GENERAL)

Agenda Item 35.

Meeting Date: 01/26/2026
Item Title:
Submitted For:

Discuss and/or take appropriate action concerning:

Judge Cude: Tabitha Garza: Policy & Procedure Committee:	Discuss and/or take appropriate action regarding the process for submitting policy items for consideration by the Policy & Procedure Committee and acknowledgment of the 2026 Policy & Procedure Committee meeting calendar.

ATTACHMENTS

Meeting Schedule

2026 Proposed Meeting Schedule for the Policy & Procedure Committee Meeting

- February 17th, 2026 -- Regular Policy Review Meeting
- March 17th, 2026 -- Q1 Employee of the Quarter Review (Court recognition 3/23)
- May 12th, 2026 -- Regular Policy Review
- June 9. 2026 -- Q2 Employee of the Quarter Review (Court recognition 6/22)
- August 11, 2026 -- Regular Policy Review
- September 8, 2026 -- Q3 Employee of the Quarter Review (Court recognition 9/28)
- October 20, 2026 -- Regular Policy Review
- December 8, 2026 -- Q4 Employee of the Quarter Review and Year -End items (court recognition 12/28)

AGENDA REQUEST
(GENERAL)

Agenda Item 36.

Meeting Date: 01/26/2026
Item Title:
Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve the joint resolution with the City of Pleasanton to collaborate on the planning for a Fire and Emergency Medical Services (EMS) facility.

AGENDA REQUEST
(GENERAL)

Agenda Item 37.

Meeting Date: 01/26/2026
Item Title:
Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action concerning the Bond for Atascosa County Commissioner Pct. 4.