ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONERS COURTROOM, SUITE 203
October 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: This is the opportunity for citizens and guests to address the Commissioners' Court on any issue or any item of the agenda, in compliance with Tex. Gov't Code § 551.007. Commissioners' Court may not discuss any presented issue, nor may any action be taken on any issue at this time. Comments to be heard are limited to five (5) minutes each. (Attorney General Opinion – JC-0169) (Comments made during this time shall follow the Commissioners' Court Rules of Procedure and Decorum) The Commissioners' Court may not deliberate on any item that is not on the agenda. For such an item, the Commissioners' Court may: (1) make a statement of fact regarding the item; (2) make a statement concerning the policy regarding the item; or (3) propose that the item be placed on a future agenda. Tex. Gov't Code § 551.042.

4. Judge Dillingham: 81 st. District Judge: Discuss and/or take appropriate action to approve the 81st Mental Health Court received a 2026-2027 Specialty Court Grant from the Office of the Governor in the amount of $307,346.08 for continuation of the mental health court program.

5. Judge Dillingham: 81st District Judge: Tracy Barrera: County Auditor: Discuss and/or take appropriate action to approve the 81st Mental Health Court service contract with Lifetime Recovery for inpatient treatment through September 30, 2027, with funding provided by the awarded grant.

6. Judge Dillingham: 81st District Judge: Discuss and/or take appropriate action on the 81st Mental Health Court service contract with Camino Real for mental health services through September 30, 2027 with funding provided by the awarded grant.

Tracy Barrera:
County Auditor:

7. Judge Dillingham: 81st District Judge: Tracy Barrera: County Auditor:
Discuss and/or take appropriate action to approve the 81st Mental Health Court service contract with Dale Tessman and Harmony Ratterree for life coach services for Mental Health Court Participants through September 30, 2027 with funding provided by the awarded grant.

8. Stephanie Esparza: PDO:
Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Lauren Fisher
Position:	Assistant Chief Public Defender
Pay Rate:	$115,000.00 annually
Salary Budget Area:	1000.0476.4001
Start Date:	October 26,2026
Physical:	n/a
Drug Test:	n/a

Existing Employee:	James Anders
Position:	Assistant Public Defender
Pay Rate:	$103,000.00 annually
Salary Budget Area:	1000.0476.4001
Start Date:	October 26,2026
Physical:	n/a
Drug Test:	n/a

Existing Employee:	Tracy Franklin
Position:	Senior Felony Attorney
Pay Rate:	$106,000.00 annually
Salary Budget Area:	1000.0476.4001
Start Date:	October 26,2026
Physical:	n/a
Drug Test:	n/a

Existing Employee:	Antonio Serna
Position:	Assistant Public Defender
Pay Rate:	$100,000 yearly
Salary Budget Area:	1000.0476.4001
Start Date:	November 2, 2026
Physical:	n/a
Drug Test:	n/a

9. Timothy Gutierrez: Detention Superintendent:
Discuss and/or take appropriate action concerning personnel:

New Employee	Juan Garcia

Position:	Juvenile Supervision Officer III
Pay Rate:	$21.11 hourly
Salary Budget Area:	4200.0514.4001
Start Date:	November 3,2026
Physical:	Pending
Drug Test:	Pending

New Employee:	Grant Straube
Position:	Juvenile Supervision Officer III
Pay Rate:	$21.11 hourly
Salary Budget Area:	4200.0514.4001
Start Date:	November 3,2026
Physical:	Pending
Drug Test:	Pending

10. Sarah Rihn: Animal Control: Discuss and/or take appropriate action to approve the renewal of the Interlocal Agreement for Animal Control Services with the City of Christine.

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

Existing Employee:	Benny Lopez
Position:	Courthouse Bailiff
Pay Rate:	Tier 1: $28.0769 Hourly, 80 Hours, $200.00 Mo. Uniform, SB22 Eligible
Salary Budget Area:	3050.0510.4001
Start Date:	October 26,2026
Physical:	n/a
Drug Test:	n/a

Existing Employee:	William Olson
Position:	Transport Deputy
Pay Rate:	$28.6172 Hourly, 86 Hours Fluctuating, $200.00 Mo. Uniform, SB22 Eligible
Salary Budget Area:	1000-0560-4001
Start Date:	October 26,2026
Physical:	n/a
Drug Test:	n/a

Existing Employee:	Ashlee Krehel
Position:	FTO Supplemental Pay
Pay Rate:	$1,000.00 Annually
Salary Budget Area:	1000-0560-4062
Start Date:	October 26,2026
Physical:	n/a
Drug Test:	n/a

Existing Employee:	Jussiah Lopez
Position:	FTO Supplemental Pay
Pay Rate:	$1,000.00 Annually

Salary Budget Area:	1000-0560-4062
Start Date:	October 26, 2026
Physical:	N/A
Drug Test:	N/A

Existing Employee:	Rebecca Castillo
Position:	FTO Supplemental Pay
Pay Rate:	$1,000.00 Annually
Salary Budget Area:	1000-0560-4062
Start Date:	October 26, 2026
Physical:	N/A
Drug Test:	N/A

12. Britni Van Curan: Rural Development: A. Conduct a public hearing concerning vacating and replatting Lot 1 in the Legacy Ranch Estates Subdivision on Meadows Rd. in Precinct 1.

1. Open public hearing
2. Close public hearing

B. Discuss and/or take appropriate action concerning approval/denial of the Final Plat for the Replat of Legacy Ranch Estates Lot 1 on Meadows Rd. in Precinct 1.

13. Britni Van Cuarn: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Commercial Driveway Permit for Benton City Water Supply Corporation on Schuettig Rd. in Precinct 1.

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

15. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial for the expansion of David's RV Park on N US Highway 281 in Precinct 1.

16. Britni Van Curan: Rual Development: A. Conduct a public hearing concerning vacating and replatting Lot 24 in the River Oaks Subdivision on River Oaks Dr. in Precinct 2.

1. Open public hearing
2. Close public hearing

B. Discuss and/or take appropriate action concerning approval/denial of the Final Plat for the Replat of River Oaks Subdivision Lot 24 on River Oaks Dr. in Precinct .

17. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Right-of-Way permit for CPS Energy on Workman Rd. in Precinct 2.

18. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the

	Rural Develpoment:	Certificate of Exception for the Lopez Family on W. County Road 326 in Precinct 3.
19.	Britni Van Curan: Rural Development:	Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for Bertha Mann on Mann Rd. in Precinct 3.
20.	Britni Van Curan: rural Development:	Discuss and/or take appropriate action approval/denial of the Commercial Driveway Permit for Field Petroleum Corp. on County Road 300 in Precinct 3.
21.	Britni Van Curan: Rural Development:	Discuss and/or take appropriate action concerning the approval/denial of the Certificate for Leslie Muller on Bluntzer Rd. in Pct. 3.
22.	Britni Van Curan: Rural Development:	Discuss and/or take appropriate action concerning approval/denial of the extension for the Temporary Water Line for EOG Resources on County Road 413 in Pct. 4.
23.	Kayla fournier: H.R:	Discuss and/or take appropriate action to approve or deny the AAAPDO proposed employee vacation leave accrual policy.
24.	Kayla Fournier: H.R:	Discuss and/or take appropriate action to approve or deny the 2A-10 Remote Work Policy.
25.	Kayla Fournier: H.R:	Discuss and/or take appropriate action for approval or denial of the Chain of Command 1A-8 policy.
26.	Kayla Fournier: H.R:	Discuss and/or take appropriate action for approval or denial of the 2B-14 Retirement policy.
27.	Justin Vasquez: I.T:	Discuss and/or take appropriate action to approve the JustFOIA agreement for software and services to manage and store all County Public Information Act Requests.
28.	Justin Vasquez: I.T Manager:	Discuss and/or take appropriate action concerning renewal of the agreement with Thomson Reuters for the Justice Center Westlaw Legal Software Access Terminal to meet the public law library statutory requirement.
29.	Theresa Carrasco: County Clerk:	Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Elza R. Castillo
Position:	Deputy County Clerk
Pay Rate:	FI Rate $21.1538 hourly
Salary Budget Area:	1000-0403-4001
Start Date:	October 27, 2026
Physical:	N/A
Drug Test:	N/A

Existing Employee	Kylie Brooke Bosquez

Position:	Deputy County Clerk
Pay Rate:	FI Rate $21.1538 hourly
Salary Budget Area:	1000-0403-4001
Start Date:	October 27, 2026
Physical:	N/A
Drug Test:	N/A

Existing Employee:	Sammantha Deeann Munoz
Position:	Deputy County Clerk
Pay Rate:	FI Rate $21.1538 hourly
Salary Budget Area:	1000-0403-4001
Start Date:	October 27, 2026
Physical:	N/A
Drug Test:	N/A

30. Theresa Carrasco: County Clerk: Discuss and/or take appropriate action to approve the Commissioners' Court Minutes for August and September 2026.

31. Molly Solis: County Attorney: Discuss and/or take appropriate action on the proposed Atascosa County Public Information Official Communications Policy approved and recommended by the Policy and Procedure Committee.

32. Molly Solis: County Attorney: Discuss and/or take appropriate action on the proposed Atascosa County policy regulating recording devices in County facilities and restricted areas as recommended by the Policy and Procedure Committee.

33. Molly Solis: County Attorney: Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Carrie Ellison
Position:	Assistant County Attorney
Pay Rate:	$100,400.00 Annual County Base Salary (Exempt) plus SB 22 supplement funding of $19,600.00 for a total $120,000.00 Annual Salary
Salary Budget Area:	Salary =1000-0475-4001 SB 22 = 3005-0475-4043
Start Date:	October 26, 2026
Physical:	N/A
Drug Test:	N/A

34. Molly Solis: County Attorney:: Discuss and/or take appropriate action on the Purchase Sale Agreement for .08 acres of 185 River Oaks Drive, Poteet, Texas 78065 between Atascosa County and Ruben and Maria Huron as part of the GLO Contract No. 24-065-123-E965 Culvert Updgrade Flood Mitigation Project.

35. Molly Solis: County Attorney: Discuss and/or take appropriate action to approve Martin Abstract to handle the title services for an estimated cost of $1,946.00 based on Mirco-Purchase Procurement Process used due to failure to receive bids on prior Competitive Bid Process advertisement for Purchase of .08acres of 185 River Oaks Drive Poteet, Texas 78065 GLO Contract No. 24-065-123-E965 Culvert Updgrade Flood Mitigation Project.

36. Judge Cude: Discuss and/or take appropriate action to approve the Pleasanton Civic Center Rental Agreement for the Atascosa County Employee Christmas Party pending County Attorney review.

37. **EXECUTIVE SESSION**

The Regular Session of Atascosa County Commissioners Court will now recess in order to convene in Executive Session according to Texas Government Code 551.071 Consultation with Attorney, 551.072 Real Property, and 551.074 Personnel Matters.

1. Real Estate Matters.
2. Personal Matters.
3. Litigation Status/Update.

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

39. **OPEN SESSION**

1. Real Estate Matters.
2. Personal Matters.
3. Litigation Matters.

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

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

42. **COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken).** The next Commissioners Court is set for Monday, November 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, October 21, 2026.

Jessica Kidd, Court Coordinator

AGENDA REQUEST
(GENERAL)

Agenda Item 4.

Meeting Date: 10/26/2026
Item Title:
Submitted For: Jennifer Dillingham, 81st District Judge

Discuss and/or take appropriate action concerning:

Judge Dillingham: 81 st. District Judge:	Discuss and/or take appropriate action to approve the 81st Mental Health Court received a 2026-2027 Specialty Court Grant from the Office of the Governor in the amount of $307,346.08 for continuation of the mental health court program.

AGENDA REQUEST
(GENERAL)

Agenda Item 5.

Meeting Date: 10/26/2026
Item Title:
Submitted For: Jennifer Dillingham, 81st District Judge

Discuss and/or take appropriate action concerning:

Judge Dillingham: Discuss and/or take appropriate action to approve the 81st Mental Health Court
81st District Judge: service contract with Lifetime Recovery for inpatient treatment through
Tracy Barrera: September 30, 2027, with funding provided by the awarded grant.
County Auditor:

AGENDA REQUEST
(GENERAL)

Agenda Item 6.

Meeting Date: 10/26/2026
Item Title:
Submitted For: Jennifer Dillingham, 81st District Judge

Discuss and/or take appropriate action concerning:

Judge Dillingham:
81st District Judge:
Tracy Barrera:
County Auditor:

Discuss and/or take appropriate action on the 81st Mental Health Court service contract with Camino Real for mental health services through September 30, 2027 with funding provided by the awarded grant.

AGENDA REQUEST
(GENERAL)

Agenda Item 7.

Meeting Date: 10/26/2026
Item Title:
Submitted For: Jennifer Dillingham, 81st District Judge

Discuss and/or take appropriate action concerning:

Judge Dillingham: Discuss and/or take appropriate action to approve the 81st Mental Health Court
81st District Judge: service contract with Dale Tessman and Harmony Ratterree for life coach
Tracy Barrera: services for Mental Health Court Participants through September 30, 2027 with
County Auditor: funding provided by the awarded grant.

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

Stephanie Esparza: PDO:

Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Lauren Fisher
Position:	Assistant Chief Public Defender
Pay Rate:	$115,000.00 annually
Salary Budget Area:	1000.0476.4001
Start Date:	October 26,2026
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:	James Anders
Position:	Assistant Public Defender
Pay Rate:	$103,000.00 annually
Salary Budget Area:	1000.0476.4001
Start Date:	October 26,2026
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:	Tracy Franklin
Position:	Senior Felony Attorney
Pay Rate:	$106,000.00 annually
Salary Budget Area:	1000.0476.4001
Start Date:	October 26,2026
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:	Antonio Serna
Position:	Assistant Public Defender
Pay Rate:	$100,000 yearly
Salary Budget Area:	1000.0476.4001
Start Date:	November 2, 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: New employee

Requested Action

Timothy Gutierrez:
Detention Superintendent:

Discuss and/or take appropriate action concerning personnel:

New Employee	Juan Garcia
Position:	Juvenile Supervision Officer III
Pay Rate:	$21.11 hourly
Salary Budget Area:	4200.0514.4001
Start Date:	November 3,2026
Physical:	Pending
Drug Test:	Pending

PERSONNEL ACTION FORM

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

Employment Type: New employee

Requested Action

New Employee:	Grant Straube
Position:	Juvenile Supervision Officer III
Pay Rate:	$21.11 hourly
Salary Budget Area:	4200.0514.4001
Start Date:	November 3,2026
Physical:	Pending
Drug Test:	Pending

AGENDA REQUEST
(GENERAL)

Agenda Item 10.

Meeting Date: 10/26/2026
Item Title:
Submitted For: Sarah Rihn, Shelter Facility Director

Discuss and/or take appropriate action concerning:

Sarah Rihn: Animal Control: Discuss and/or take appropriate action to approve the renewal of the Interlocal Agreement for Animal Control Services with the City of Christine.

ATTACHMENTS

Animal Control ILA

must also have all owner surrenders sign a release form stating they understand their pet may be transferred to ACAC and may be euthanized for any reason, including space and ACAC must receive a copy of that release form when the animal is received by ACAC.

Dog or Cat $150.00

In the event the ACAC locates an owner of a dog or cat (pet) that has been transferred by a City to the ACAC and the owner refuses to reclaim the pet or come in and pay the owner surrender fee, the owner surrender fee will be added to the City's bill in the which the owner resides.

Dog or Cat $150.00 per animal

ATASCOSA COUNTY

_____

Weldon P. Cude
Atascosa County Judge
Date: _____

Attest:

_____

Theresa Carrasco
County Clerk

CITY OF CHRISTINE

_____

Jay Fos ,Name
Mayor, City of CHRISTINE
Date: 10/6/2026

Attest:

_____

Yanitza Cavazos, Name
City Secretary

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

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

Existing Employee:	Benny Lopez
Position:	Courthouse Bailiff
Pay Rate:	Tier 1: $28.0769 Hourly, 80 Hours, $200.00 Mo. Uniform, SB22 Eligible
Salary Budget Area:	3050.0510.4001
Start Date:	October 26,2026
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:	William Olson
Position:	Transport Deputy
Pay Rate:	$28.6172 Hourly, 86 Hours Fluctuating, $200.00 Mo. Uniform, SB22 Eligible
Salary Budget Area:	1000-0560-4001
Start Date:	October 26,2026
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:	Ashlee Krehel
Position:	FTO Supplemental Pay
Pay Rate:	$1,000.00 Annually
Salary Budget Area:	1000-0560-4062
Start Date:	October 26,2026
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:	Jussiah Lopez
Position:	FTO Supplemental Pay
Pay Rate:	$1,000.00 Annually
Salary Budget Area:	1000-0560-4062
Start Date:	October 26, 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:	Rebecca Castillo
Position:	FTO Supplemental Pay
Pay Rate:	$1,000.00 Annually
Salary Budget Area:	1000-0560-4062
Start Date:	October 26, 2026
Physical:	N/A
Drug Test:	N/A

AGENDA REQUEST
(GENERAL)

Agenda Item 12.

Meeting Date:	10/26/2026
Item Title:	Subdivision - Replat Legacy Ranch Lot 1
Submitted For:	Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Rural Development:

A. Conduct a public hearing concerning vacating and replatting Lot 1 in the Legacy Ranch Estates Subdivision on Meadows Rd. in Precinct 1.

1. Open public hearing
2. Close public hearing

B. Discuss and/or take appropriate action concerning approval/denial of the Final Plat for the Replat of Legacy Ranch Estates Lot 1 on Meadows Rd. in Precinct 1.

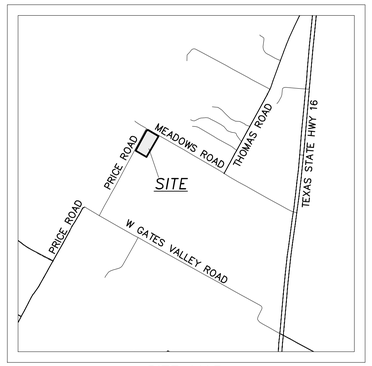
ATTACHMENTS

Replat Legacy Ranch Lot 1

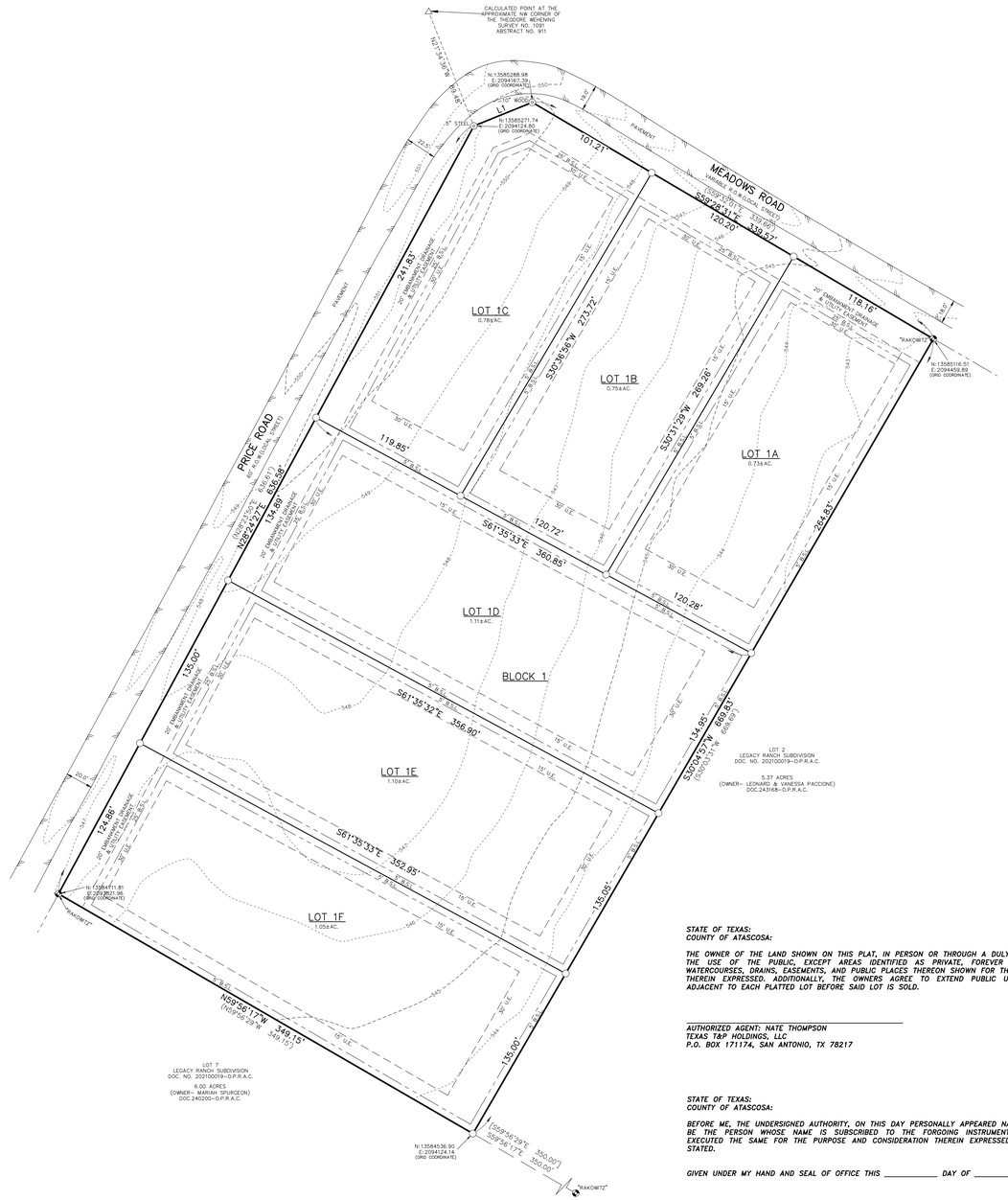
5.52 ACRES SITUATED IN THE THEODORE WEHENING SURVEY NO. 1091, ABSTRACT NO. 911, BEING A REPLAT OF LOT 1, LEGACY RANCH SUBDIVISION, A SUBDIVISION IN ATASCOSA COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN DOCUMENT NO. 202100019 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS, AND BEING DESCRIBED IN SUBSTITUTE TRUSTEE'S DEED RECORDED ON DOCUMENT NO. 262012 OF THE OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS

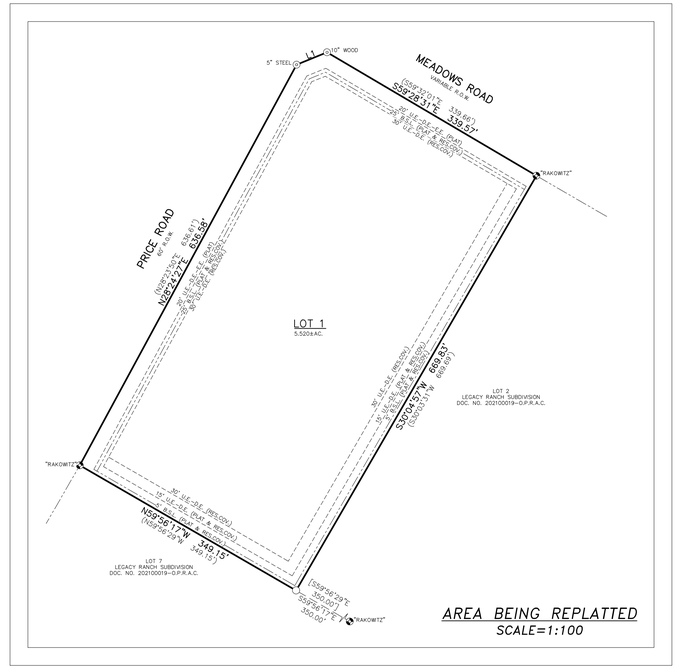
TO BE KNOWN AS

REPLAT OF LOT 1 OF LEGACY RANCH SUBDIVISION



SITE MAP
SCALE=1:2,000





AREA BEING REPLATTED
SCALE=1:100

CUPLIN & ASSOCIATES INC
LAND SURVEYORS & PLANNERS

N
W E
S

SCALE: 1"=50'
0' 50' 100'

PLAT PREPARED IN SEPTEMBER 2026

LEGEND

⊗	FENCE POST FOUND (TYPE AND SIZE NOTED)
●	5/8" IRON PIN FOUND
○	SET 1/2" IRON PIN WITH CUPLIN PROPERTY CAP
O.P.R.A.C.	OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY
( )	RECORD INFO/SUBJECT
[ ]	RECORD INFO/ADJOINER
B.S.L.	BLDG. SETBACK LINE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
E.E.	EMBANKMENT EASEMENT
815	MINOR CONTOUR
820	MAJOR CONTOUR

PROPERTY LINE
UTILITY LINE
BUILDING SETBACK LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N67°57'17"E	45.94'
(L1)	N68°04'03"E	45.40'

UTILITY NOTES:
1) ELECTRIC SERVICE TO BE PROVIDED BY KARNES ELECTRIC COOPERATIVE.

2) WATER SERVICE TO BE PROVIDED BY BENTON CITY WSC.
BENTON CITY WSD 980 FM 3175 LYTLE, TX 78052

3) EACH LOT WILL BE SERVICED BY AN INDIVIDUAL ON-SITE SEWAGE FACILITY (OSSF). INSTALLATION OF THE OSSF WILL BE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER. OBTAIN AN OSSF PERMIT FROM THE COUNTY PRIOR INSTALLATION.

GENERAL NOTES:
1) SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (AREAS OUTSIDE THE 100 YR FLOOD) AS GRAPHICALLY IDENTIFIED ON FEMA F.I.R.M., MAP NO. 48013C0200C, EFFECTIVE 11/04/2010. TO THE BEST OF MY KNOWLEDGE, THIS PLAT ACCURATELY REFLECTS THE GENERAL LOCATION OR ABSENCE OF ALL SENSITIVE FEATURES.
2) BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, GRID.
3) CONTOURS SHOWN HEREON ARE DERIVED FROM FILED DATA PERFORMED ON 07/06/2026.
4) ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM 1988.

ATASCOSA COUNTY SUBDIVISION REGULATION NOTES:
1) THIS SUBDIVISION LIES 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) THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES.
4) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR AN INDIVIDUAL WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. THIS SUBDIVISION WILL BE SERVED BY BENTON CITY W.S.D. 980 FM 3175 LYTLE, TX 78052. INFORMATION ON THE BENTON CITY W.S.D. IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION, IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS.
5) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY SANITATION OFFICER.
6) NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY ATASCOSA COUNTY COMMISSIONERS COURT AND THE RECORDED PLAT FILED WITH THE COUNTY CLERK.
7) THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS, AS APPLICABLE.
8) NO HOMES ARE TO BE BUILT OR BROUGHT ONTO THE LOT(S) UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
9) IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS/HER DESIGNATED REPRESENTATIVE, OR TXDOT FOR DRIVEWAYS ENTERING ONTO STATE ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TXDOT STANDARDS, AS APPLICABLE.
10) NO LOTS IN THIS SUBDIVISION ARE LOCATED WITHIN THE FEMA SPECIAL FLOOD HAZARD AREA.
11) ALL LOTS HAVE BEEN DESIGNED IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITY.
12) THIS SUBDIVISION WILL BE SERVED BY BENTON CITY WATER SUPPLY CORPORATION, 980 FM 3175, LYTLE, TX 78052. INFORMATION ON THE BENTON CITY WATER SUPPLY CORPORATION IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS AND BE STATED IN THE DEED RESTRICTIONS.
13) THE PROPERTY IS LOCATED WITHIN ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO.2.
14) DEPICTION OF ALL STREAMS, RIVERS, PONDS, LAKES, OTHER SURFACE WATER FEATURES OR ANY SENSITIVE FEATURES (AS DEFINED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY IN 30 TEXAS ADMINISTRATIVE CODE 213.3) AND A STATEMENT CERTIFIED BY THE SURVEYOR OR ENGINEER UNDER HIS OR HER PROFESSIONAL SEAL THAT, TO THE BEST OF HIS OR HER KNOWLEDGE, THE PLAT ACCURATELY REFLECTS THE GENERAL LOCATION (OR ABSENCE) OF ALL SENSITIVE FEATURES IN ACCORDANCE WITH THE TERMS OF THESE REGULATIONS.

BENTON CITY WATER SUPPLY CORPORATION NOTES:
1) THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ON BEHALF OF THE OWNER AND OWNER'S SUCCESSORS AND ASSIGNS, INCLUDING BUT NOT LIMITED TO THE OWNERS OF THE LOTS SHOWN ON THIS PLAT, ACKNOWLEDGE AND AGREE THAT BENTON CITY WATER SUPPLY CORPORATION WILL NOT PROVIDE WATER SERVICE TO THE SUBDIVISION OR TO ANY LOT WITHIN THE SUBDIVISION UNLESS AND UNTIL THE OWNER ENTERS INTO AN AGREEMENT WITH BENTON CITY WSC FOR NONSTANDARD SERVICE AND FULLY PERFORMS THE AGREEMENT. BENTON CITY WSC MAKES NO REPRESENTATION THAT OWNER HAS OR WILL ENTER INTO OR FULLY PERFORM THE AGREEMENT REQUIRED FOR BENTON CITY WSC TO SUPPLY WATER TO THE SUBDIVISION OR LOTS.
2) THIS PLAT HAS BEEN SUBMITTED TO AND APPROVED BY BENTON CITY WSC FOR EASEMENTS ONLY. IF OWNER ENTERS INTO AN AGREEMENT WITH BENTON CITY WATER SUPPLY CORPORATION AND FULLY PERFORMS THE OBLIGATIONS UNDER THAT AGREEMENT TO THE SATISFACTION OF BENTON CITY WSC, THEN, (A) THE OWNER, ITS SUCCESSORS AND ASSIGNS, DEDICATES THE WATER TRANSMISSION AND DISTRIBUTION FACILITIES TO BENTON CITY WSC UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE BY BENTON CITY WSC AND (B) UPON REQUEST OF AN OWNER OF THE LOT AND PAYMENT OF THE REQUIRED FEES, BENTON CITY WSC WILL PROVIDE DOMESTIC WATER SERVICE TO EACH LOT IN THIS SUBDIVISION, BY AGREEMENT WITH THE OWNER, BUT NOT OTHERWISE.
3) THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE BENTON CITY WATER SUPPLY CORPORATION, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT MARKED AS "WATERLINE EASEMENT" OR "UTILITY EASEMENT" WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER ACCESS AND USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, UPGRADE, PARALLEL AND REMOVE WATER TRANSMISSION, COLLECTION AND/OR DISTRIBUTION LINES AND APPURTENANCES AND ANY OTHER FACILITIES NECESSARY TO SERVE GRANTOR'S PROPERTY, AS WELL AS GRANTEE'S CURRENT AND FUTURE SYSTEM-WIDE CUSTOMERS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS UNDER, OVER AND ACROSS GRANTOR'S ADJACENT LANDS AND IN ALL PUBLIC OR PRIVATE STREETS AND ROADS, AND BYWAYS FOR THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED, INCLUDING THE RIGHT TO REMOVE FROM SAID LANDS ALL TREES, SHRUBS, GRASSES, PAVEMENTS, FENCES, STRUCTURES, IMPROVEMENTS, OR OTHER OBSTRUCTIONS WHICH MAY INTERFERE WITH THE FACILITY OR THE ACCESS THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDING, STRUCTURE, CONCRETE SLAB OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREAS WITHOUT AN ENCROACHMENT AGREEMENT WITH BENTON CITY WSC. NO OTHER UTILITY LINES MAY BE LOCATED WITHIN 36" PARALLEL TO WATER LINES.
4) ANY MONETARY LOSS TO BENTON CITY WSC, ITS SUCCESSORS OR ASSIGNS, RESULTING FROM REMOVAL OF A BUILDING, STRUCTURE, CONCRETE SLAB, OR WALLS, MODIFICATIONS REQUIRED OF UTILITY EQUIPMENT LOCATED WITHIN SAID EASEMENTS DUE TO GRADE CHANGE OR GROUND ELEVATION ALTERATIONS SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS. UPON ENTERING IN AND UPON SAID EASEMENT, BENTON CITY WSC WILL ENDEAVOR TO RESTORE THE LAND SURFACE TO A USEABLE CONDITION BUT IS NOT OBLIGATED TO RESTORE IT TO A PRE-EXISTING CONDITION.
5) IF OWNER PAYS BENTON CITY WSC FOR THE REQUIRED FACILITIES TO AND WITHIN THE SUBDIVISION, BUT NOT OTHERWISE, THE PUBLIC WATER MAIN SYSTEM WILL BE DESIGNED FOR A MINIMUM FIRE FLOW DEMAND OF 250 GPM CONTINUOUSLY FOR A MINIMUM OF TWO HOURS AT 20 PSI RESIDUAL PRESSURE TO MEET TCEQ FIRE FLOW REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT. THE FIRE FLOW REQUIREMENTS FOR INDIVIDUAL STRUCTURES MUST BE REVIEWED PRIOR TO APPROVAL IN ACCORDANCE WITH THE PROCEDURES SET FORTH BY THE ATASCOSA COUNTY FIRE MARSHAL.
6) THE NUMBER OF WATER EQUIVALENT DWELLING UNITS (EDUS) FOR THE SUBDIVISION PLAT IS LIMITED TO THE NUMBER KEPT ON FILE AT BENTON CITY WSC.
7) THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING EASEMENT HELD BY BENTON CITY WSC UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED HEREON.

BENTON CITY WSC PLAT NOTES:

EASEMENT CERTIFICATE
THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO BENTON CITY WATER SUPPLY CORPORATION OF LYTLE, TEXAS, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY OVER AND ACROSS THOSE AREAS MARKED AS "WATERLINE EASEMENT" AND IN ALL STREETS AND BYWAYS, SUCH PIPELINES, SERVICE LINES, WATER METERS, AND OTHER WATER SYSTEM APPURTENANCES AS IT REQUIRES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS, THE RIGHT TO REMOVE FROM SAID LAND ALL TREES, SHRUBS, GRASSES, PAVEMENTS, FENCES, STRUCTURES, IMPROVEMENTS OR OTHER OBSTRUCTIONS WHICH MAY INTERFERE WITH THE FACILITY OR THE ACCESS THERETO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDING CONCRETE SLAB OR WALL WILL BE PLACED WITHIN SAID EASEMENT AREAS. NO OTHER UTILITIES MAY BE LOCATED WITH 36" PARALLEL TO WATER LINES.

ANY MONETARY LOSS TO BENTON CITY WSC RESULTING FROM MODIFICATIONS REQUIRED OF UTILITY EQUIPMENT LOCATED WITHIN SAID EASEMENT DUE TO GRADE CHANGE OR GROUND ELEVATION ALTERATION SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATIONS. UPON ENTERING IN AND UPON SAID EASEMENT, THE DISTRICT WILL ENDEAVOR TO RESTORE THE LAND SURFACE TO A USABLE CONDITION BUT IS NOT OBLIGATED TO RESTORE IT TO A PRE EXISTING CONDITION.

THIS SUBDIVISION PLAT HAS BEEN SUBMITTED TO AND APPROVED FOR EASEMENTS, UPON REQUEST OF THE CUSTOMER AND PAYMENT OF THE REQUIRED FEES, THE WSC WILL PROVIDE DOMESTIC WATER SERVICE TO EACH LOT IN THIS SUBDIVISION, BY AGREEMENT WITH THE DEVELOPER.

BENTON CITY WATER SUPPLY CORPORATION _____ DATE _____

LOT SUMMARY TABLE				
LOT SIZE	NO. OF LOTS	WATER WELL	COLLECTIVE SEWER	OSSF
< 2.5 AC.	6			X
2.5-10 AC.	0			
> 10 AC.	0			
TOTAL	6			

CERTIFICATE OF COUNTY ATTORNEY

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

_____
COUNTY ATTORNEY

CERTIFICATE OF THE PRECINCT COMMISSIONER

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

_____
COMMISSIONER 1

CERTIFICATE OF FINAL APPROVAL

APPROVED BY THE COMMISSIONERS COURT OF ATASCOSA COUNTY, TEXAS,

THIS _____ DAY OF _____, 2026.

_____
ATASCOSA COUNTY JUDGE

_____ _____
COMMISSIONER PRECINCT 1 COMMISSIONER PRECINCT 2

_____ _____
COMMISSIONER PRECINCT 3 COMMISSIONER PRECINCT 4

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.

_____
AUTHORIZED AGENT: NATE THOMPSON
TEXAS T&P HOLDINGS, LLC
P.O. BOX 171174, SAN ANTONIO, TX 78217

STATE OF TEXAS:
COUNTY OF ATASCOSA:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED NATE THOMPSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2026.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS:
COUNTY OF BURNET:

I, K.C. LUST, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PROFESSIONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF ATASCOSA COUNTY, TEXAS.

WITNESS MY HAND AND OFFICIAL SEAL THIS 22ND DAY OF SEPTEMBER, 2026.

_____
K.C. LUST, TEXAS R.P.L.S. NO. 5273
CUPLIN & ASSOCIATES, LAND SURVEYORS & PLANNERS
1500 OLLIE LN. MARBLE FALLS, TX 78654

STATE OF TEXAS
REGISTERED
K.C. LUST
5273
PROFESSIONAL
LAND SURVEYOR

I, MARSHAL BREWER, A LICENSED REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE SUBDIVISION AND FLOODPLAIN MANAGEMENT ORDINANCES ADOPTED BY ATASCOSA COUNTY, TEXAS TO THE BEST OF MY KNOWLEDGE AND THE PLAT ACCURATELY REFLECTS THE GENERAL LOCATION (OR ABSENCE) OF ALL SENSITIVE FEATURES IN ACCORDANCE WITH THE TERMS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY IN CFR 30 TEXAS ADMINISTRATIVE CODE 213.3 TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL THIS 23RD DAY OF SEPTEMBER, 2026.

STATE OF TEXAS
MARSHAL BREWER
111299
LICENSED
PROFESSIONAL ENGINEER

_____
MARSHAL BREWER, P.E.
TEXAS REGISTRATION NO. 111299
4R ENGINEERING, PLLC
PO BOX 1466 LAMPASAS, TX 76550
TBPELS FIRM NO. 28281

PROJ NO. 26616
PREPARED FOR: TEXAS T&P HOLDINGS, LLC
TECH: D. MAULTSBY
APPROVED: K.C. LUST
FIELDWORK PERFORMED ON: 07/06/2026
FILE PATH: 26616\DWG\26616 Subdivision Plat 7-20-26.dwg
COPYRIGHT:2026 PROFESSIONAL FIRM NO: 10126900

1500 OLLIE LANE
MARBLE FALLS, TX. 78654
PH.325-388-3300/830-693-8815
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 50'
0 25 50

DATE	NO.	DESCRIPTION
	2	
	1	

REVISIONS

1 OF 1 SHEET

AGENDA REQUEST
(GENERAL)

Agenda Item 13.

Meeting Date:	10/26/2026
Item Title:	Commercial Driveway - Schuettig Rd BCWC
Submitted For:	Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Cuarn: Rural Development:	Discuss and/or take appropriate action concerning approval/denial of the Commercial Driveway Permit for Benton City Water Supply Corporation on Schuettig Rd. in Precinct 1.

ATTACHMENTS

Commercial Driveway - Benton City

Permit to Construct Access Driveway Facilities On Atascosa County Road Right of Way

Permit Number: 0926- 008

Applicant/Permitee	GPS*	Roadway
Name: Benton City WSC	Latitude, Longitude 29.131662°, -98.583509°	Name: Schuettig Rd
Mailing Address: 980 FM 3175		
City, State, Zip: LYTLE, TX 78052		**For County's Use**
Phone number: 830-709-3254		Pct. No.: 1
*Global positioning system coordinates intersection of driveway centerline with abutting roadway.		

Atascosa County, hereinafter called the County, hereby authorizes BENTON CITY W.S.C. hereinafter called the Permittee, to ✓ construct/_____reconstruct a COMMERCIAL/WATER PLANT ACCESS ONLY (residential, commercial, farm, etc.) access driveway on the County Road right of way abutting County Road SCHUETTIG RD in Atascosa County, located ON THE SOUTH SIDE OF SCHUETTIG RD, +/- 0.5 MILES (2,660 LF) EAST OF THE SH 16 INTERSECTION (use additional sheet as needed).

Subject to Access Driveway Policy and the following:

1. The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the county road right of way.
2. Design of facilities shall be as follows and/or as shown on sketch on page 15 and is subject to conditions stated below:
See attached site plan, 14' wide drive way at property line, driveway will be constructed with 6" min of compacted crushed limestone base All construction of materials shall be subject to inspection and approval by the County.
3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the County reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with the approval of the County.
4. The Permittee shall hold harmless the County and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect

any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks and shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the county road right of way.

6. The County reserves the right to require a new access driveway permit in the event of a material change in land use or change in driveway traffic volume or vehicle types.

7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.

8. The Permittee will contact the County's representative Britni Van Curan telephone (830) 769-2748 at least twenty-four (24) hours prior to beginning the work authorized by this permit.

9. The requesting Permittee will be provided instructions on the appeal process if this permit request is denied by the County.

Date of Issuance | **County Authorized Representative**

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and

maintenance of an access driveway on the highway right of way.

Date: 8/28/26 Signed: _____

(Property owner or owner's representative)

Access Driveway Policy

The "Atascosa County Access Management Manual" establishes policy for the granting of access and the design, materials, and construction of driveways connecting to county roadways. All driveway facilities must follow this policy.

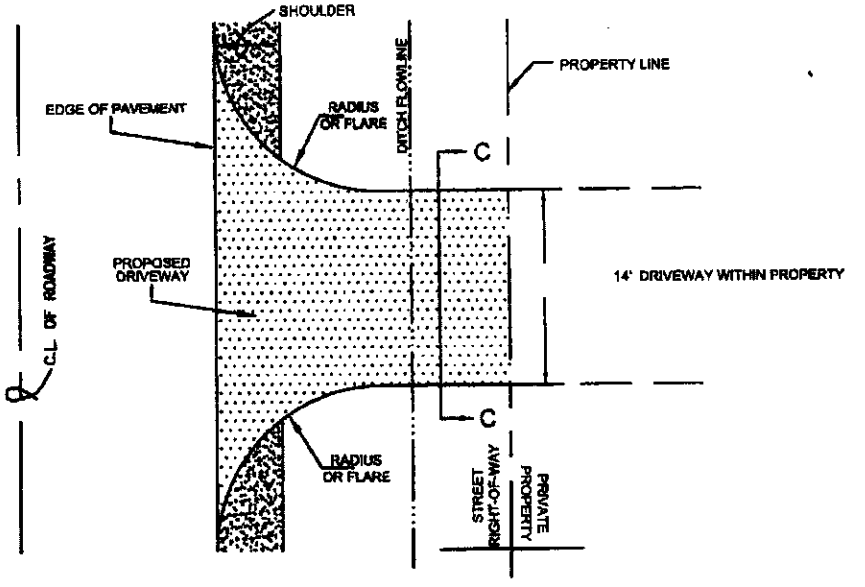
Sketch of Installation: (use additional sheets as needed)

SEE ATTACHED SITE PLAN

BENTON CITY W.S.C. - SCHUETTIG RD.

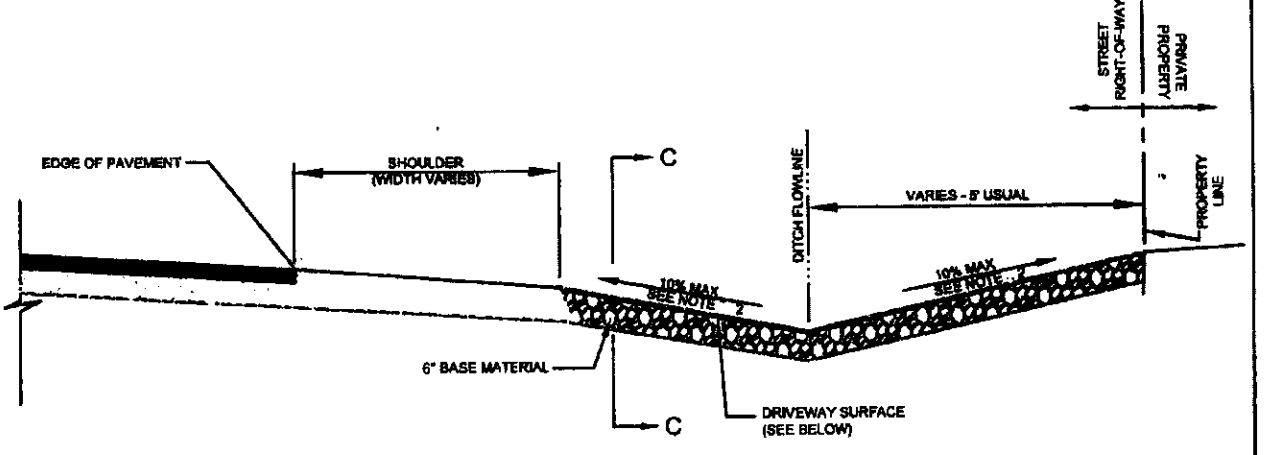
PROPOSED DRIVEWAY

N.T.S.



DRIVEWAY INTERSECTION - PLAN

N.T.S.



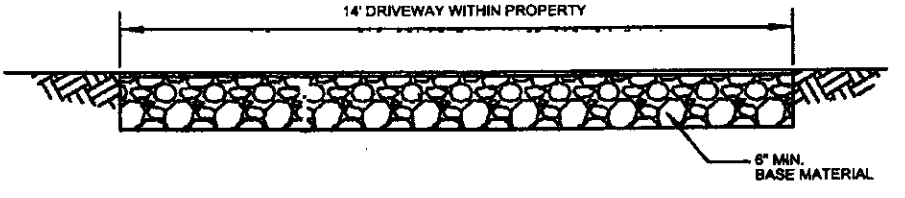
TYPICAL PROFILE

N.T.S.

NOTES:

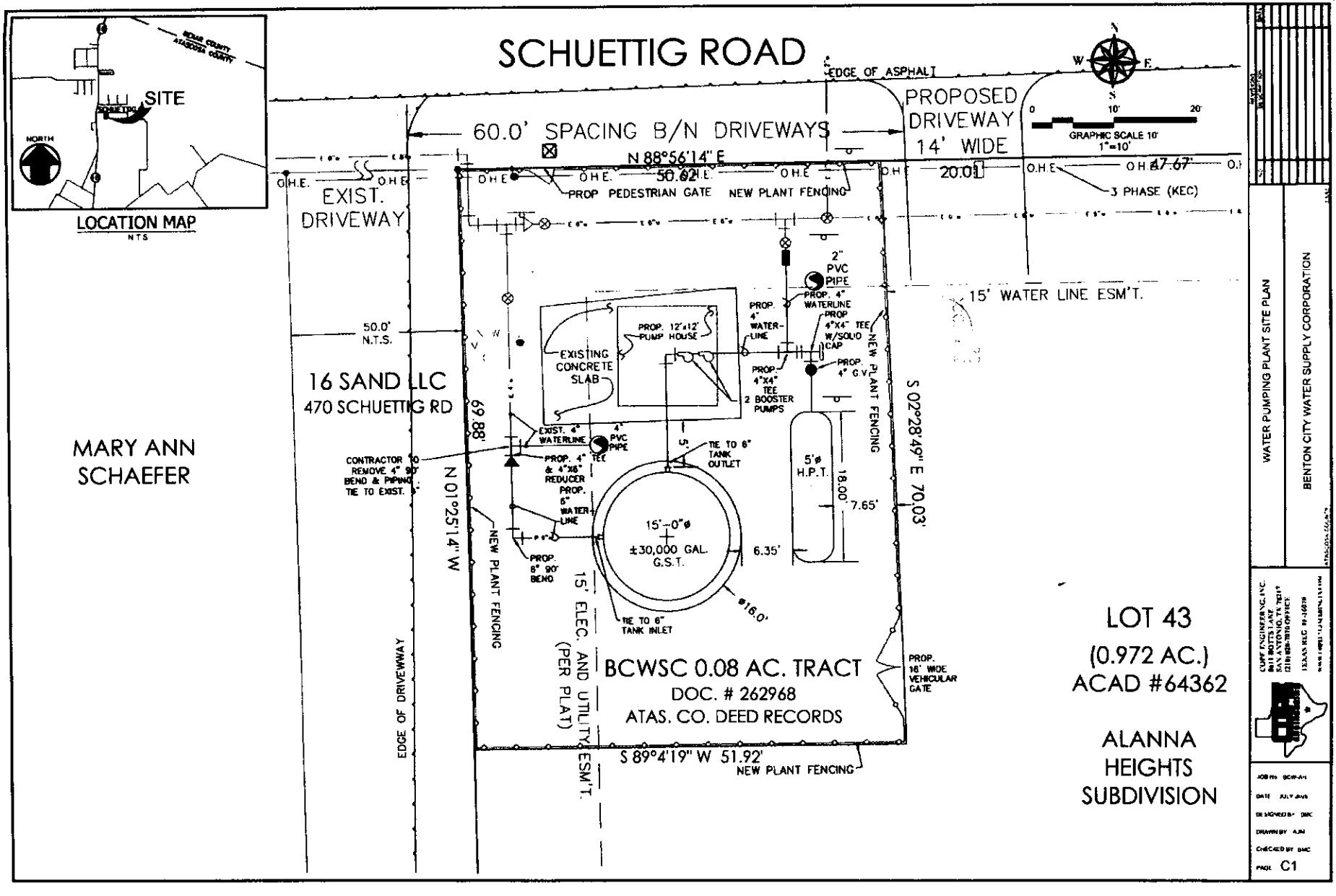
1. PROFILE TO CONFORM TO BAR DITCH (ROAD SIDE DITCH, IF PRESENT) WITHIN RIGHT-OF-WAY

2. MAXIMUM GRADE CHANGE OF THE SLOPES ADJACENT TO THE DITCH CENTERLINE IS NOT TO EXCEED 12%



SECTION C-C

N.T.S.


SCHUETTIG ROAD
EDGE OF ASPHALT
SITE
NORTH
LOCATION MAP
N.T.S.
60.0' SPACING B/N DRIVEWAYS
PROPOSED DRIVEWAY 14' WIDE
N 88°56'14" E 50.02'
EXIST. DRIVEWAY
PROP PEDESTRIAN GATE
NEW PLANT FENCING
3 PHASE (KEC)
15' WATER LINE ESM'T.
50.0' N.T.S.
16 SAND LLC
470 SCHUETTIG RD
MARY ANN SCHAEFER
EXISTING CONCRETE SLAB
PROP. 12'x12' PUMP HOUSE
2 BOOSTER PUMPS
PROP. 4" WATERLINE
PROP 4"X4" TEE W/SOLID CAP
PROP. 4" G.V.
2" PVC PIPE
EXIST. 4" WATERLINE
PROP. 4" & 4"X6" REDUCER
CONTRACTOR TO REMOVE 4" 90° BEND & PIPING TIE TO EXIST.
TIE TO 6" TANK OUTLET
TIE TO 6" TANK INLET
5'ø H.P.T.
18.00'
7.65'
6.35'
15'-0"ø ±30,000 GAL. G.S.T.
ø16.0'
PROP. 6" 90° BEND
PROP. 6" WATER LINE
69.88'
N 01°25'14" W
S 02°28'49" E 70.03'
NEW PLANT FENCING
15' ELEC. AND UTILITY ESM'T. (PER PLAT)
EDGE OF DRIVEWAY
BCWSC 0.08 AC. TRACT
DOC. # 262968
ATAS. CO. DEED RECORDS
S 89°4'19" W 51.92'
PROP. 16' WIDE VEHICULAR GATE
LOT 43
(0.972 AC.)
ACAD #64362
ALANNA HEIGHTS SUBDIVISION
GRAPHIC SCALE 10' 1"=10'
WATER PUMPING PLANT SITE PLAN
BENTON CITY WATER SUPPLY CORPORATION
PAGE C1

AGENDA REQUEST
(GENERAL)

Agenda Item 14.

Meeting Date:	10/26/2026
Item Title:	Exception - Teixeira Schuettig 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 Clay Teixeira on Schuettig Rd. in Precinct 1.

ATTACHMENTS

Teixeira - Certificate
Teixeira - Registration Packet

1

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

1It 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 3 tracts of land out of an original 34.93 acres, more or less, described in a Deed, Instrument No. 207704, Official Public Records, Atascosa County, Texas, and being currently owned by Clay Teixeira, 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 _____, 2026.

_____
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 Clay Teixeira + Samantha Teixeira, am the owner of the attached filed division of land located at James Daugherty Survey No 84, Abstract No. 1525 + Wright Williams Survey No 80, Abstract No. 912 (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: Oct 2 2026

Signature: Samantha Teixeira

Printed Name: Samantha Teixeira

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Medina

BEFORE ME, the undersigned Notary Public, on this day personally appeared Samantha Mateo Teixeira 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 2nd October, 2026

Cynthia Sultenfuss

Notary Public, in and for
State of Texas

CYNTHIA ANN SULTENFUSS
Notary Public, State of Texas
Comm. Expires 06-10-2028
Notary ID 3524387

Adopted 6/27/2022

Date: Oct 2 2026

Signature: Clay Teixeira

Printed Name: Clay Teixeira

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Medina

BEFORE ME, the undersigned Notary Public, on this day personally appeared Claymatthew Teixiera, 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 2nd October, 2026

Cynthia A Sultenfuss

Notary Public, in and for
State of Texas

CYNTHIA ANN SULTENFUSS
Notary Public, State of Texas
Comm. Expires 06-10-2028
Notary ID 3524387

Adopted 6/27/2022

GF# 15479MAC

4 pgs
D

207704

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: September 18, 2020

Grantor(s): NICHOLAS ANDREW PILCHER, a single man

Grantor's Mailing Address: 2605 Schuettig Rd.
Poteet, Atascosa County, Texas 78065

Grantee: CLAY TEIXEIRA, a single man

Grantee's Mailing Address: 1175 Bruce Rd.
Poteet, Atascosa County, Texas 78065

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

Property (together with all improvements):

BEING 34.93 acres of land, more or less, out of the James Daughtery Survey No. 84, Abstract No. 1525, and the Wright Williams Survey No. 80, Abstract No. 912, Atascosa County, Texas, and also being that certain 34.94 acre tract described in Instrument No. 178214, Official Public Records, Atascosa County, Texas; said 34.93 acre tract being more particularly described by metes and bounds on Exhibit A, attached hereto and incorporated herein for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

- Any visible or apparent roadway or easement over or across the subject 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.
- Mineral and/or Royalty Reservation as set out in Warranty Deed dated April 3, 2017, executed by Randy Mangum and wife, Sharon Mangum, to Nicholas Andrew Pilcher, filed for record under Clerk's File No. 178214, Official Public Records, Atascosa County, Texas.
- Any claim based on the following, as set out on survey dated August 28, 2020, prepared by Intrepid Surveying & Engineering, RPLS #6433: overhead electric lines.

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 Grantees 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.

NICHOLAS ANDREW PILCHER,
a single man

STATE OF TEXAS §
§
COUNTY OF ATASCOSA §

This instrument was acknowledged before me on this the 22 day of September, 2020, by NICHOLAS ANDREW PILCHER, a single man.

JOCELYN R. MENDEZ
Notary Public, STATE OF TEXAS
My Commission
Expires 10/09/2021
I.D.# 13130944-9

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:

Clay Teixeira
1175 Bruce Rd.
Poteet, TX 78065

EXHIBIT A

INTREPID
SURVEYING & ENGINEERING

LEGAL DESCRIPTION: Being 34.93 acres of land out of the James Daugherty Survey No. 84, Abstract no. 1525 and the Wright Williams Survey No. 80, Abstract No. 912, Atascosa County, Texas and also being that certain 34.94 acre tract described in Instrument No. 178214 of the Official Public Records of Atascosa County, Texas; Said 34.93 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in August, 2020:

BEGINNING at a 5/8 inch iron rod found in the east line of Schuettig Road for the northwest corner of that certain 14.98 acre tract described in Instrument No. 201006 of said Official Public Records and the southwest corner hereof;

THENCE North 00°38'28" West a distance of 1530.00 feet along the east line Schuettig Road to a 5/8 inch iron rod found for the southwest corner of that certain 0.500843 acre tract (Tract Two) described in Volume 147, Page 147 of said Official Public Records and the northwest corner hereof;

THENCE North 89°39'07" East a distance of 733.28 feet along the south line of said 0.500843 acre tract (Tract Two) to a 5/8 inch iron rod found in the west line of the residual of that certain 50 acre tract (Tract One) described in said Volume 147, Page 147 for the southeast corner of said 0.500843 acre tract (Tract Two) and the northeast corner hereof;

THENCE South 19°43'48" East a distance of 1611.67 feet along the west line of the residual of said 50 acre tract (Tract One) to a 1/2 inch iron rod set for the northeast corner of said 14.98 acre tract and the southeast corner hereof;

THENCE South 89°12'48" West a distance of 1260.35 feet along the north line of said 14.98 acre tract to the **POINT OF BEGINNING** containing 34.93 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;

Sherman L. Posey, R.P.L.S.
Job# 20-0783.

August 28, 2020

P.O. Box 519 ♦ 1004 C Street
Floresville, TX 78114
O. (830) 393-8833
F. (830) 393-3388

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Diane Gonzales. County Clerk
Atascosa County Texas
September 22, 2020 01:48:56 PM
FEE: $34.00 JSANCHEZ **207704**
D

Atascosa County, Texas

Sur. 73 1/2

Herman Willman
abst. 1327

0.500843 Acres – Tract Two
Donnie Frank Fancki, et ux
to
Harold A. Lynch, Jr., et al
Vol. 147, Pg. 147
June 20, 2000

N 89°51'43" E 733.18'

Fnd. 5/8" I.P.
3.20' SE of 10"
Creo. Cor. Post

Fnd. 5/8" I.P. By
12" Creo. Cor. Post
(P.O.B.)

Sur. 84

50 Acres – Tract Two
Wilma O. Lynch
to
Scott M. Lynch
Inst. No. 209499
November 19, 2020

S 19°32'23" E 1388.25'

N

Scale: 1"=200'

Schuettig Road

Pivot
Pt.

N 00°25'45" W 1530.15'

T.P.
M.P.

34.945 ACRES

34.93 Acres
Nicholas Andrew Pilcher
to
Clay Teixeira
Inst. No. 207704
September 18, 2020

LEGEND:
METER POLE – M.P.
TRANS. POLE – T.P.

Metal Barn
on Conc.

Propane
Tank

Above–Ground
Pool

Poly Tank &
Water Softeners

1–Story
Wood House

Fenced
Entrance

Meter Ped.

Trans.
Pad

Water Well

Pivot
Pt.

(34.415 Ac. in Sur. 84)

Fnd. 1/2" I.P.

Sur. 80

S 19°31'23" E 223.97'

(0.530 Ac.
in Sur. 80)

S 89°25'58" W 1260.94'

Fnd. 5/8" I.P. By 8"
Creo. Post 0.78' NW
of 5" Pipe Cor. Post

Fnd. 5/8" I.P.
2.22' NE of 2"
Pipe Cor. Post

14.98 Acres
Michael G. Feuerlein, Sr., et ux
to
Kenneth Albert Knox, et ux
Inst. No. 201006
December 13, 2019

20.00 Acres
Scott M. Lynch
to
Hal Edward Lynch, et ux
Inst. No. 231938
February 17, 2023

J. Daugherty
abst. 1525

Wright Williams
abst. 912

Utility Easement and Right of Way – Clay Teixeira to Karnes Electric Cooperative, Inc. – Inst. No. 223999 – February 7, 2022

Utility Easement and Right of Way – Clay Teixeira to Karnes Electric Cooperative, Inc. – Inst. No. 224000 – February 21, 2022

A Plat of 34.945 Acres of land situated about 13.6 miles N 05° W of Jourdanton, in Atascosa County, Texas.

Prepared For: Clay Teixeira

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

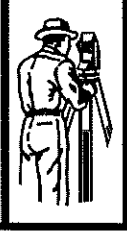
I certify that the foregoing plat was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 18th day of November, 2025.

Jonathan H. Rothe
Registered Professional Land Surveyor No. 6286
Firm No. 10122200

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



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e–mail: office@rothe–inc.com
www.rothelandsurveyor.com

THE STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: Clay Teixeira

FIELD NOTES TO DESCRIBE

A survey of 34.945 acres of land situated about 13.6 miles N 05° W of Jourdanton, in Atascosa County, Texas, being 0.530 acre out of Survey No. 80, Abstract No. 912, Wright Williams, original Grantee, being 34.415 acres out of Survey No. 84, Abstract No. 1525, J. Daugherty, original Grantee, being that same property described in a Deed to Clay Teixeira from Nicholas Andrew Pilcher, dated September 18, 2020, as recorded in Instrument No. 207704 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 found by a 12" diameter creosote corner post on the East line of Schuettig Road for the Southwest corner of that certain 0.500843 acre of land described as Tract Two in a Deed to Harold A. Lynch, Jr., et al from Donnie Frank Fancki, et ux, dated June 20, 2000, as recorded in Volume 147 on Page 147 of the aforementioned Official Public Records, and the Northwest corner of this survey;

THENCE: Generally along fence and the South line of said 0.500843 acre of land, N 89-51-43 E 733.18 feet to a 5/8" iron pin found 3.20 feet Southeast of a 10" diameter creosote corner post on the West line of that certain 50 acres of land described as Tract Two in a Deed to Scott M. Lynch from Wilma O. Lynch, dated November 19, 2020, as recorded in Isntrument No. 209499 of the said Official Public Records, for the Southeast corner of said 0.500843 acre of land, and the Northeast corner of this survey;

THENCE: Generally along fence and the Southwest line of said 50 acres of land, S 19-32-23 E 1388.25 feet to a ½" iron pin found for the Southwest corner of said 50 acres of land, the Northwest corner of that certain 20.00 acres of land described in a Deed to Hal Edward Lynch, et ux from Scott M. Lynch, dated February 17, 2023, as recorded in Instrument No. 231938 of the said Official Public Records, and an angle point of this survey;

THENCE: Generally along fence and the Southwest line of said 20.00 acres of land, S 19-31-23 E 223.97 feet to a 5/8" iron pin found 2.22 feet Northeast of a 2" diameter pipe corner post for the Northeast corner of that certain 14.98 acres of land described in a Deed to Kenneth Albert Knox, et ux from Michael G. Feuerlein, Sr., et ux, dated December 13, 2019, as recorded in Instrument No. 201006 of the said Official Public Records, and the Southeast corner of this survey;

THENCE: Generally along fence and the North line of said 14.98 acres of land, S 89-25-58 W 1260.94 feet to a 5/8" iron pin found by an 8" diameter creosote post 0.78 feet Northwest of a 5" diameter pipe corner post on the East line of said Schuettig Road for the Northwest corner of said 14.98 acres of land, and the Southwest corner of this survey;

THENCE: Generally along fence and the East line of said Schuettig Road, N 00-25-45 W 1530.15 feet to the POINT OF BEGINNING.

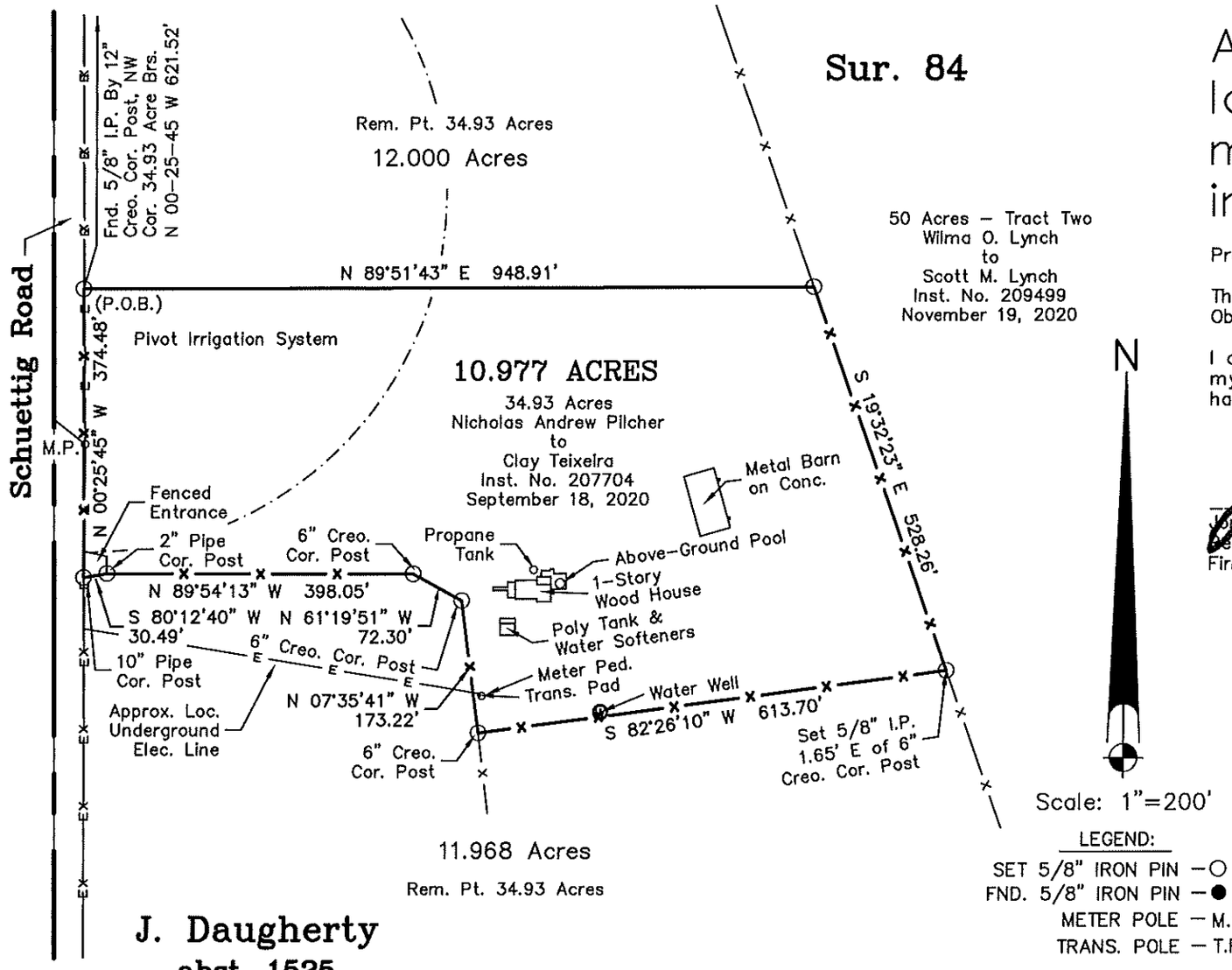
The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 18th day of November, 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

Atascosa County, Texas



A Plat of 10.977 Acres of land situated about 13.6 miles N 05° W of Jourdanton, in Atascosa County, Texas.

Prepared For: Clay Teixeira

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 and that same is true and correct. Witness my hand and seal this the 14th day of October, 2026.

Jonathan H. Rothe
Registered Professional Land Surveyor No. 6286
Firm No. 10122200

STATE OF TEXAS REGISTERED JONATHAN H. ROTHE 6286 PROFESSIONAL LAND SURVEYOR

LEGEND

EASEMENT LINE	— — — — —
BOUNDARY FENCE	—x—x—
BOUNDARY LINE	———
FENCE	—x—x—
ELECTRIC LINE	—E—E—
SURVEY LINE	———

Utility Easement and Right of Way - Clay Teixeira to Karnes Electric Cooperative, Inc. - Inst. No. 223999 - February 7, 2022

Utility Easement and Right of Way - Clay Teixeira to Karnes Electric Cooperative, Inc. - Inst. No. 224000 - February 21, 2022

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www.rothelandsurveyor.com

THE STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: Clay Teixeira

FIELD NOTES TO DESCRIBE

A survey of 10.977 acres of land situated about 13.6 miles N 05° W of Jourdanton, in Atascosa County, Texas, out of Survey No. 84, Abstract No. 1525, J. Daugherty, original Grantee, being a portion of that certain 34.93 acres of land described in a Deed to Clay Teixeira from Nicholas Andrew Pilcher, dated September 18, 2020, as recorded in Instrument No. 207704 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 on the East line of Schuettig Road and the West line of said 34.93 acres of land, for the Southwest corner of a certain 12.000 acres of land, this day surveyed, and the Northwest corner of this survey from which a 5/8" iron pin found by a 12" diameter creosote corner post for the Northwest corner of said 34.93 acres of land bears N 00-25-45 W 621.52 feet;

THENCE: Across said 34.93 acres of land and along the South line of said 12.000 acres of land, N 89-51-43 E 948.91 feet to a 5/8" iron pin set on the Northeast line of said 34.93 acres of land and the Southwest line of that certain 50 acres of land described as Tract Two in a Deed to Scott M. Lynch from Wilma O. Lynch, dated November 19, 2020, as recorded in Isntrument No. 209499 of the aforementioned Official Public Records, for the Southeast corner of said 12.000 acres of land, and the Northeast corner of this survey;

THENCE: Generally along fence, the Northeast line of said 34.93 acres of land, and the Southwest line of said 50 acres of land, S 19-32-23 E 528.26 feet to a 5/8" iron pin set 1.65 feet East of a 6" diameter creosote corner post for the lower Northeast corner of a certain 11.968 acres of land, this day surveyed, and the Southeast corner of this survey;

THENCE: Generally along fence, across said 34.93 acres of land, and along the lower North line of said 11.968 acres of land, S 82-26-10 W 613.70 feet to a 6" diameter creosote corner post for an interior corner of said 11.968 acres of land, and the lower Southwest corner of this survey;

THENCE: Generally along fence and the East line of said 11.968 acres of land, N 07-35-41 W 173.22 feet to a 6" diameter creosote corner post for the middle Northeast corner of said 11.968 acres of land, and an interior corner of this survey;

THENCE: Generally along fence and the upper Northeast line of said 11.968 acres of land,

N 61-19-51 W 72.30 feet to a 6" diameter creosote corner post for the upper Northeast corner of said 11.968 acres of land, and an interior corner of this survey;

THENCE: Generally along fence and the upper North line of said 11.968 acres of land, N 89-54-13 W 398.05 feet to a 2" diameter pipe corner post for an angle point, leaving fence, S 80-12-40 W 30.49 feet to a 10" diameter pipe corner post at the Southwest end of an entrance gate on the East line of said Scheuttig Road and the West line of said 34.93 acres of land, for the Northwest corner of said 11.968 acres of land, and the upper Southwest corner of this survey;

THENCE: Generally along fence, the East line of said Schuettig Road, and the West line of said 34.93 acres of land, N 00-25-45 W 374.48 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 and that same is true and correct. Witness my hand and seal this the 14th day of October, 2026.

Jonathan H. Rothe

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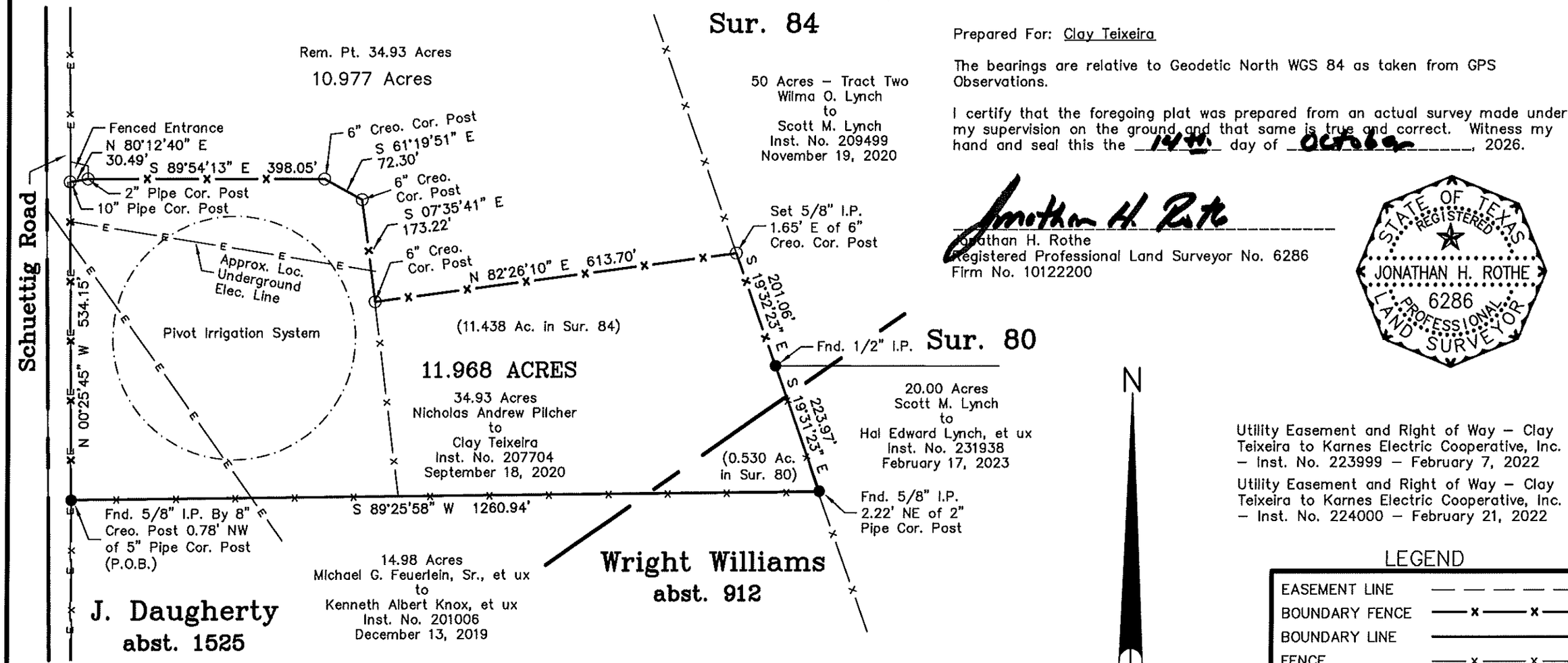
Atascosa County, Texas



Prepared For: Clay Teixeira

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 and that same is true and correct. Witness my hand and seal this the 14th day of October, 2026.

Jonathan H. Rothe
Registered Professional Land Surveyor No. 6286
Firm No. 10122200

STATE OF TEXAS
REGISTERED
JONATHAN H. ROTHE
6286
PROFESSIONAL
LAND SURVEYOR

Utility Easement and Right of Way – Clay Teixeira to Karnes Electric Cooperative, Inc. – Inst. No. 223999 – February 7, 2022

Utility Easement and Right of Way – Clay Teixeira to Karnes Electric Cooperative, Inc. – Inst. No. 224000 – February 21, 2022

N

Scale: 1"=200'

LEGEND:

SET 5/8" IRON PIN – O
FND. 5/8" IRON PIN – ●
METER POLE – M.P.
TRANS. POLE – T.P.

LEGEND

EASEMENT LINE
BOUNDARY FENCE
BOUNDARY LINE
FENCE
ELECTRIC LINE
SURVEY LINE

A Plat of 11.968 Acres of land situated about 13.6 miles N 05° W of Jourdanton, in Atascosa County, Texas.

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THE STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: Clay Teixeira

FIELD NOTES TO DESCRIBE

A survey of 11.968 acres of land situated about 13.6 miles N 05° W of Jourdanton, in Atascosa County, Texas, being 0.530 acre out of Survey No. 80, Abstract No. 912, Wright Williams, original Grantee, being 11.438 acres out of Survey No. 84, Abstract No. 1525, J. Daugherty, original Grantee, being a portion of that certain 34.93 acres of land described in a Deed to Clay Teixeira from Nicholas Andrew Pilcher, dated September 18, 2020, as recorded in Instrument No. 207704 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 found by an 8" diameter creosote corner post 0.78 feet Northwest of a 5" diameter pipe corner post on the East line of Schuettig Road for the Southwest corner of said 34.93 acres of land, the Northwest corner of that certain 14.98 acres of land described in a Deed to Kenneth Albert Knox, et ux from Michael G. Feuerlein, Sr., et ux, dated December 13, 2019, as recorded in Instrument No. 201006 of the aforementioned Official Public Records, and the Southwest corner of this survey;

THENCE: Generally along fence, the East line of said Schuettig Road, and the West line of said 34.93 acres of land, N 00-25-45 W 534.15 feet to a 10" diameter pipe corner post at the Southwest end of an entrance gate for the upper Southwest corner of a certain 10.977 acres of land, and the Northwest corner of this survey;

THENCE: Across said 34.93 acres of land and along the upper South line of said 10.977 acres of land, N 80-12-40 E 30.49 feet to a 2" diameter pipe corner post for an angle point, generally along fence, S 89-54-13 E 398.05 feet to a 6" diameter creosote corner post for an interior corner of said 10.977 acres of land, and the upper Northeast corner of this survey;

THENCE: Generally along fence and the Southwest line of said 10.977 acres of land, S 61-19-51 E 72.30 feet to a 6" diameter creosote corner post for an interior corner of said 10.977 acres of land, and the middle Northeast corner of this survey;

THENCE: Generally along fence and the lower West line of said 10.977 acres of land, S 07-35-41 E 173.22 feet to a 6" diameter creosote corner post for the lower Southwest corner of said 10.977 acres of land, and an interior corner of this survey;

THENCE: Generally along fence and the lower South line of said 10.977 acres of land, N 82-26-10 E 613.70 feet to a 5/8" iron pin set 1.65 feet East of a 6" diameter creosote

corner post on the Northeast line of said 34.93 acres of land and the Southwest line of that certain 50 acres of land described as Tract Two in a Deed to Scott M. Lynch from Wilma O. Lynch, dated November 19, 2020, as recorded in Isntrument No. 209499 of the aforementioned Official Public Records, for the Southeast corner of said 10.977 acres of land, and the lower Northeast corner of this survey;

THENCE: Generally along fence, the Northeast line of said 34.93 acres of land, and the Southwest line of said 50 acres of land, S 19-32-23 E 201.06 feet to a 5/8" iron pin found for the Southwest corner of said 50 acres of land, the Northwest corner of that certain 20.00 acres of land described in a Deed to Hal Edward Lynch, et ux from Scott M. Lynch, dated February 17, 2023, as recorded in Instrument No. 231938 of the said Official Public Records, and an angle point of this survey;

THENCE: Generally along fence, the Northeast line of said 34.93 acres of land, and the Southwest line of said 20.00 acres of land, S 19-31-23 E 223.97 feet to a ½" iron pin found 2.22 feet Northeast of a 2" diameter pipe corner post for the Southeast corner of said 34.93 acres of land, the Northeast corner of said 14.98 acres of land, and the Southeast corner of this survey;

THENCE: Generally along fence, the South line of said 34.93 acres of land, and the North line of said 14.98 acres of land, S 89-25-58 W 1260.94 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 and that same is true and correct. Witness my hand and seal this the 14th day of October, 2026.

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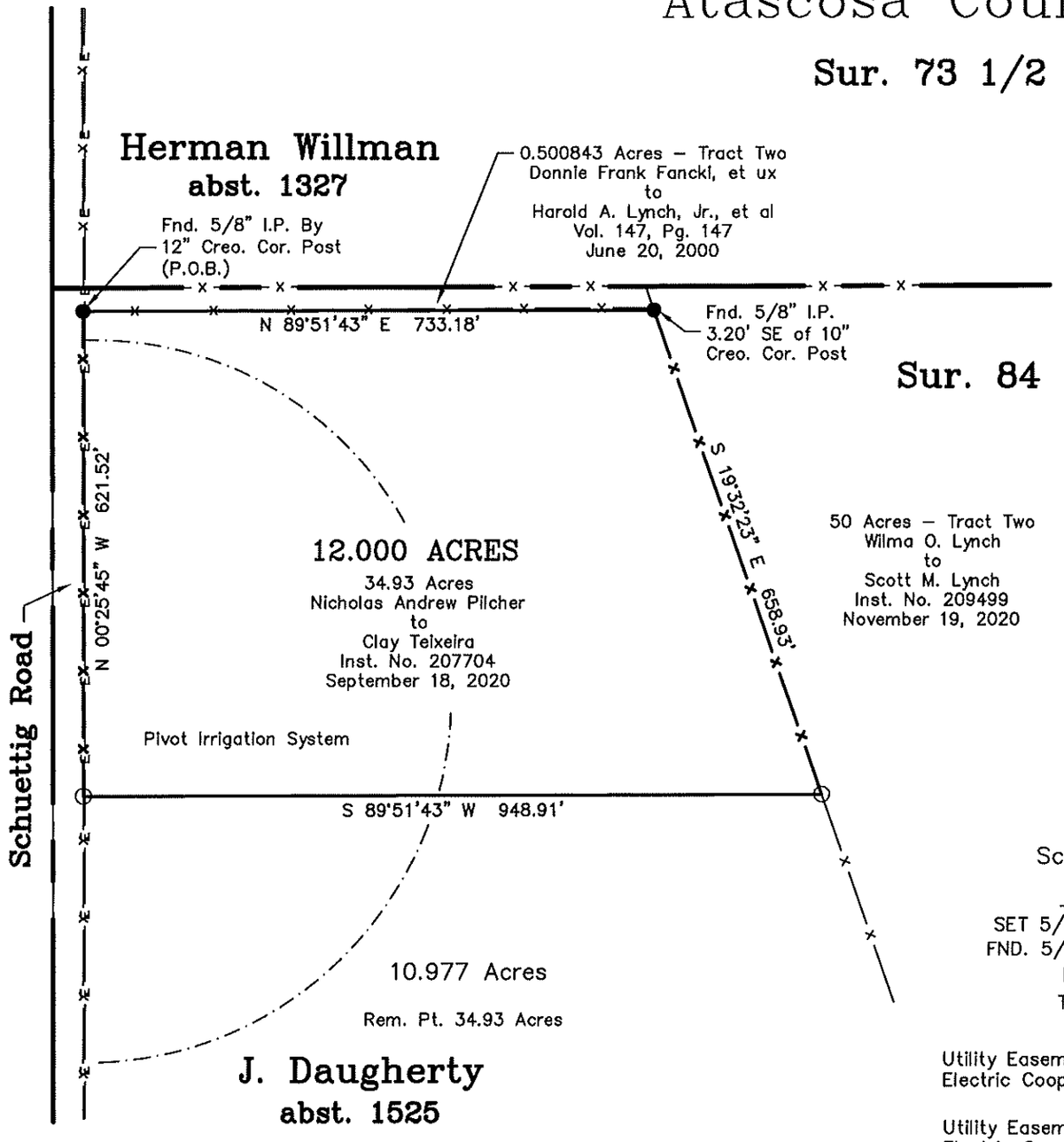
Atascosa County, Texas

Sur. 73 1/2



N

Scale: 1"=200'

LEGEND:

SET 5/8" IRON PIN —○
FND. 5/8" IRON PIN —●
METER POLE — M.P.
TRANS. POLE — T.P.

Utility Easement and Right of Way – Clay Teixeira to Karnes Electric Cooperative, Inc. – Inst. No. 223999 – February 7, 2022

Utility Easement and Right of Way – Clay Teixeira to Karnes Electric Cooperative, Inc. – Inst. No. 224000 – February 21, 2022

A Plat of 12.000 Acres of land situated about 13.6 miles N 05° W of Jourdanton, in Atascosa County, Texas.

Prepared For: Clay Teixeira

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 and that same is true and correct. Witness my hand and seal this the 14th day of October, 2026.

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Firm No. 10122200

STATE OF TEXAS
REGISTERED
JONATHAN H. ROTHE
6286
PROFESSIONAL
LAND SURVEYOR

LEGEND

EASEMENT LINE	— — — — —
BOUNDARY FENCE	—x—x—
BOUNDARY LINE	———
FENCE	—x—x—
ELECTRIC LINE	—E—E—
SURVEY LINE	——— — ———

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THE STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: Clay Teixeira

FIELD NOTES TO DESCRIBE

A survey of 12.000 acres of land situated about 13.6 miles N 05° W of Jourdanton, in Atascosa County, Texas, out of Survey No. 84, Abstract No. 1525, J. Daugherty, original Grantee, being a portion of that certain 34.93 acres of land described in a Deed to Clay Teixeira from Nicholas Andrew Pilcher, dated September 18, 2020, as recorded in Instrument No. 207704 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 found by a 12" diameter creosote corner post on the East line of Schuettig Road for the Northwest corner of said 34.93 acres of land, the Southwest corner of that certain 0.500843 acre of land described as Tract Two in a Deed to Harold A. Lynch, Jr., et al from Donnie Frank Fancki, et ux, dated June 20, 2000, as recorded in Volume 147 on Page 147 of the aforementioned Official Public Records, and the Northwest corner of this survey;

THENCE: Generally along fence, the North line of said 34.93 acres of land, and the South line of said 0.500843 acre of land, N 89-51-43 E 733.18 feet to a 5/8" iron pin found 3.20 feet Southeast of a 10" diameter creosote corner post on the West line of that certain 50 acres of land described as Tract Two in a Deed to Scott M. Lynch from Wilma O. Lynch, dated November 19, 2020, as recorded in Isntrument No. 209499 of the said Official Public Records, for the Northeast corner of said 34.93 acres of land, the Southeast corner of said 0.500843 acre of land, and the Northeast corner of this survey;

THENCE: Generally along fence, the Northeast line of said 34.93 acres of land, and the Southwest line of said 50 acres of land, S 19-32-23 E 658.93 feet to a 5/8" iron pin set for the Northeast corner of a certain 10.977 acres of land, this day surveyed, and the Southeast corner of this survey;

THENCE: Across said 34.93 acres of land and along the North line of said 10.977 acres of land, S 89-51-43 W 948.91 feet to a 5/8" iron pin set on the East line of said Schuettig Road and the West line of said 34.93 acres of land, for the Northwest corner of said 10.977 acres of land, and the Southwest corner of this survey;

THENCE: Generally along fence, the East line of said Schuettig Road, and the West line of said 34.93 acres of land, N 00-25-45 W 621.52 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 and that same is true and correct. Witness my hand and seal this the 14th day of October, 2026.

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

AGENDA REQUEST
(GENERAL)

Agenda Item 15.

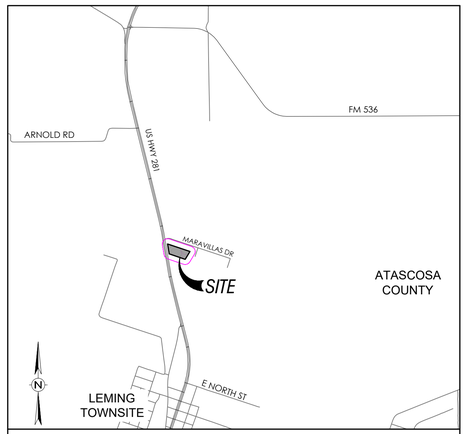
Meeting Date:	10/26/2026
Item Title:	Subdivision - David's RV Park
Submitted For:	Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Rural Development:	Discuss and/or take appropriate action concerning approval/denial for the expansion of David's RV Park on N US Highway 281 in Precinct 1.

ATTACHMENTS

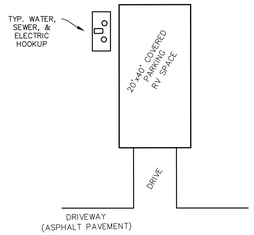
David's RV Park Plan



LOCATION MAP
N.T.S.

LEGEND

- PROPERTY LINE
- LOT LINE
- OSSF SETBACK
- 450 — 2-FT TNRIS CONTOUR
- SS — SS — WASTE WATER LINE
- OHE — OHE — OVERHEAD ELECTRIC



TYP. DETAIL
N.T.S.

OWNER & OPERATOR
COURTNAY BROOKS, JR.
29925 CHAMPAGNE
BULVERDE, TX 78163
210-326-5707

ENGINEER
RL BACA ENGINEERING
PO BOX 587
PLEASANTON, TX 78064
830-570-2628

SANITARIAN
KURTIS JENNINGS, P.E.
PO BOX 21
MOORE, TX 78057
830-355-0531

SURVEYOR
POLLOK & SONS SURVEYING, INC.
1008 B ST
FLORESVILLE, TX 78114
830-393-4770

CERTIFICATE OF THE RURAL DEVELOPMENT DIRECTOR

I, THE UNDERSIGNED RURAL DEVELOPMENT DIRECTOR IN ATASCOSA COUNTY, HEREBY CERTIFY THAT I HAVE REVIEWED THE SAID MASTER DEVELOPMENT PLAN (MDP) AND THAT ALL REQUIREMENTS OF ATASCOSA COUNTY FOR THE PRESENTATION OF THE MDP APPROVAL HAVE BEEN FULLY MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
RURAL DEVELOPMENT DIRECTOR

COMMISSIONERS COURT APPROVAL

APPROVED BY THE COMMISSIONERS COURT OF ATASCOSA COUNTY, TEXAS, THIS _____ DAY OF _____ , 2026 A.D.

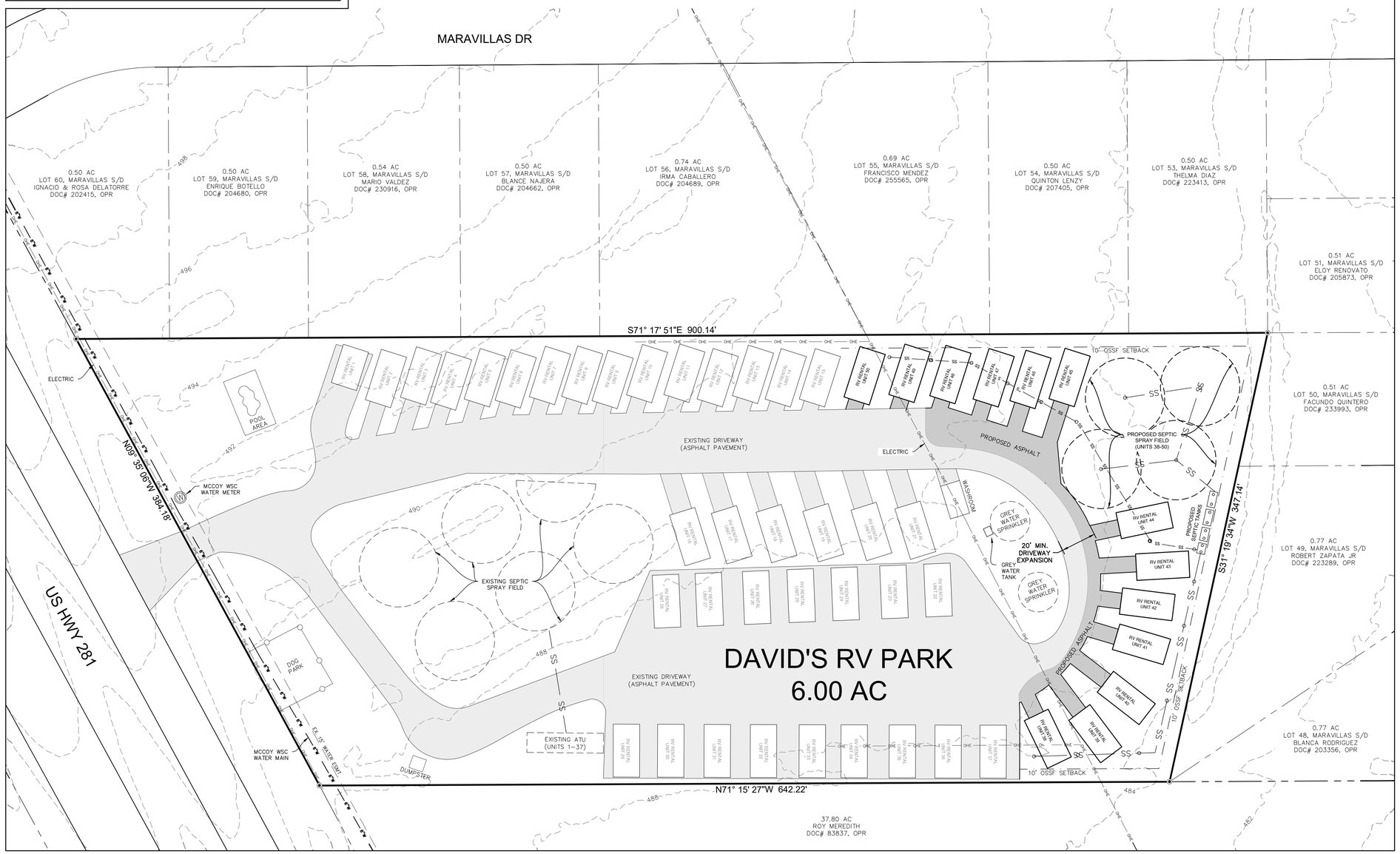
_____
ATASCOSA COUNTY JUDGE.

_____
PRECINCT 1 COMMISSIONER

_____
PRECINCT 2 COMMISSIONER

_____
PRECINCT 3 COMMISSIONER

_____
PRECINCT 4 COMMISSIONER



RENTAL COMMUNITY PLAN
FOR
DAVID'S RV PARK

9360 N US HWY 281, PLEASANTON, TX 78064

LEGAL DESCRIPTION:
6.00 ACRES OF LAND, LYING IN THE JAMES F. PITTMAN SURVEY NO. 1094, ABSTRACT NO. 668, ATASCOSA COUNTY TEXAS, SAID TRACT BEING THE SAME TRACT DESCRIBED IN A DEED RECORDED IN CLERK'S FILE NO. 209654, OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS.

N

SCALE:
1" = 50'

50' 25' 0 50'

DATE OF PREPARATION: SEPTEMBER 2026

RL BACA ENGINEERING
TBPELS FIRM NO. F-23628 | P.O. BOX 587 | PLEASANTON, TEXAS 78064
830.570.2628 | WWW.RLBACA.COM

RL BACA PROJECT NO.: 26-143

SUMMARY TABLE

RENTAL UNIT DESCRIPTION	RENTAL UNITS	WATER TYPE	SEWER TYPE	
EXISTING RV UNIT	37	PUBLIC	SEPTIC	
PROPOSED RV UNIT	13	PUBLIC	SEPTIC	
TOTALS	50			

PROPERTY INFORMATION
PROPERTY ID: 189716
LEGAL ACRES: 6.00 AC
LEGAL DESC.: ABS A00668 J F PITTMAN SV-1094

GENERAL NOTES:

1. THE BEARINGS FOR THIS PLAN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, FROM STATE PLAN COORDINATES ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE.
2. THE PROPERTY IS LOCATED IN THE PLEASANTON ISD.
3. WATER SERVICE WILL BE PROVIDED BY MCCOY WATER SUPPLY CORPORATION. INFORMATION ON MCCOY WSC AND ITS QUALITY IS AVAILABLE TO PROSPECTIVE RENTERS IS IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS.
4. PUBLIC SEWER SERVICE IS NOT AVAILABLE. ALL UNITS SERVED BY ONSITE SEPTIC. EACH UNIT SHALL BE CONNECTED TO A PERMITTED SEPTIC SYSTEM DESIGN BY A REGISTERED SANITARIAN .
5. THE PROPERTY IS LOCATED WITHIN AEP ELECTRIC SERVICE AREA.
6. NO PROPERTY IS LOCATED WITHIN THE LIMITS OF THE 1% ANNUAL CHANCE FLOODPLAIN PER FEMA FIRM MAP NUMBER 48013C0225C EFFECTIVE NOVEMBER 4, 2010.
7. ALL INTERNAL DRIVEWAYS SHALL BE ALL-WEATHER PAVING ADEQUATE FOR AMBULATORY & FIRE ACCESS.
8. ALL INTERNAL DRIVEWAYS SHALL BE 20-FT MINIMUM WIDTH AND ALLOW TWO-WAY TRAFFIC.

C:\Users\rbaca\OneDrive - RL Baca\RL BACA\Jobs\2026\26-143 Courtnay Brooks RV Park\26-143 David's RV Park MHRC.dwg

AGENDA REQUEST
(GENERAL)

Agenda Item 16.

Meeting Date: 10/26/2026
Item Title:
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

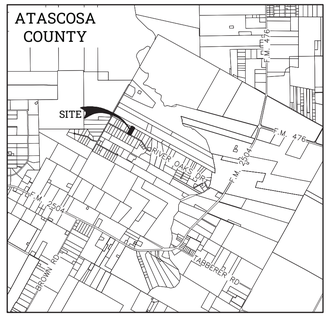
Britni Van Curan: Rual Development:

A. Conduct a public hearing concerning vacating and replatting Lot 24 in the River Oaks Subdivision on River Oaks Dr. in Precinct 2.

1. Open public hearing
2. Close public hearing

B. Discuss and/or take appropriate action concerning approval/denial of the Final Plat for the Replat of River Oaks Subdivision Lot 24 on River Oaks Dr. in Precinct .

ATTACHMENTS
information



LOCATION MAP
1" = 5000'

LEGEND

D.R.	= DEED RECORDS OF ATASCOSA COUNTY, TEXAS
ESMT	= EASEMENT
N.P.C.	= NEW PLAT CABINET OF ATASCOSA COUNTY, TEXAS
N.T.S.	= NOT TO SCALE
O.P.R.	= OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF ATASCOSA COUNTY, TEXAS
PGS.	= PAGES
R.O.W.	= RIGHT-OF-WAY
VOL.	= VOLUME
24A	LOT NUMBER
1.00 AC	GROSS LOT ACREAGE
○	= FOUND STEEL ROD MONUMENT
◇	= FOUND FENCE CORNER POST
●	= SET 5/8" STEEL ROD MONUMENT WITH CAP STAMPED "RAKOWITZ ENGINEERING & SURVEYING"
	= PROPERTY LINE
	= LOT LINE
	= ADJOINER
-582-	= EXISTING CONTOUR

LINE TABLE		
LINE NUMBER	LENGTH	BEARING
L1	28.20'	S61° 23' 04"E

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 HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
10. THIS SUBDIVISION WILL BE SERVED BY BENTON CITY WATER SUPPLY CORPORATION, 980 FM 3175, LYTLE, TX 78052. INFORMATION ON BENTON CITY WATER SUPPLY CORPORATION IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION IS IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS.
11. WATER SERVICE PROVIDED TO THIS SUBDIVISION BY BENTON CITY WATER SUPPLY CORPORATION.
12. ELECTRIC SERVICE PROVIDED TO THIS SUBDIVISION BY KARNES ELECTRIC COOPERATIVE, INC.
13. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS OR HER DESIGNATED REPRESENTATIVE, OR TEXAS DEPARTMENT OF TRANSPORTATION FOR DRIVEWAYS ENTERING ONTO STATE ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TXDOT STANDARDS, AS APPLICABLE.
14. THIS SUBDIVISION IS LOCATED WITHIN THE ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1.

PROPERTY INFORMATION
PROPERTY ID: 32138
LEGAL ACRES: 2.00
LEGAL DESC.: RIVER OAKS S/D UNIT I LOT 24 2.0

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

PLAT INCLUDES 0 LF STREET

SURVEYOR'S 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 & SURVEYING" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

SETBACK NOTE:

FROM VOL. 640, PGS. 283-287, D.R., BUILDING SETBACKS TO BE AS FOLLOWS FOR ALL LOTS:
30' FRONT (ROAD R.O.W. SIDE)
10' BACK (REAR)
25' SIDE

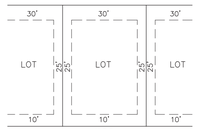
FLOODPLAIN NOTE:

THIS PLAT IS NOT WITHIN FEMA FLOODPLAIN PER FEMA FIRM MAP NUMBER 48013C0175C EFFECTIVE NOVEMBER 4, 2010.

VARIANCE NOTE:

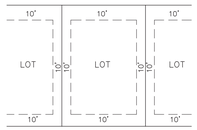
THIS REPLAT IS SUBJECT TO A VARIANCE APPROVED WITH CONDITIONS BY THE ATASCOSA COUNTY COMMISSIONER'S COURT ON SEPTEMBER 14, 2026. THE VARIANCE WAS FOR ARTICLE VI, SECTION 6.2.3.3 OF THE ATASCOSA COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS.

TYPICAL LOT WITH SETBACK LINES

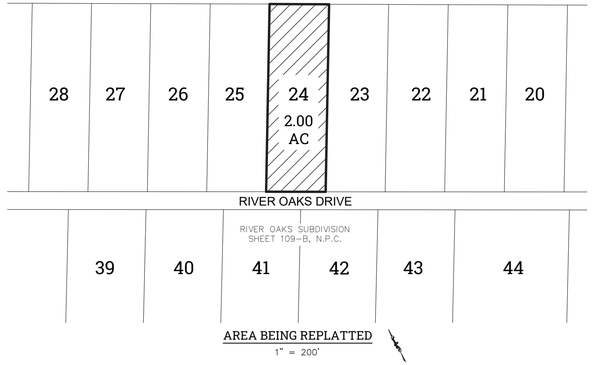


N.T.S.
SETBACK LINES: ROAD R.O.W. SIDE 30'
REAR 10'
SIDE 25'

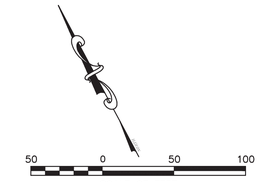
TYPICAL LOT WITH MINIMUM UTILITY EASEMENT



N.T.S.



AREA BEING REPLATTED
1" = 200'



THE STATE OF TEXAS §
COUNTY OF ATASCOSA §

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

OWNER: JAVIER CASTANEDA
1522 RIVER OAKS DR.
POTEET, TX 78065

STATE OF TEXAS §
COUNTY OF ATASCOSA §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED JAVIER CASTANEDA, 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

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

PRELIMINARY

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

CERTIFICATE OF THE PRECINCT COMMISSIONER

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

_____
COMMISSIONER PRECINCT 2

CERTIFICATE OF FINAL APPROVAL

APPROVED BY THE COMMISSIONERS COURT OF ATASCOSA COUNTY, TEXAS,
THIS _____ DAY OF_____ , 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

RAKOWITZ
Engineering & Surveying
Texas Registered Engineering Firm F-9155
Texas Registered Surveying Firm 101812-00

NO.	REVISION	DATE	BY
1	PLAT CREATED	09/24/26	SGL

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

OWNER:
JAVIER CASTANEDA
1522 RIVER OAKS DR.
POTEET, TX 78065

REPLAT OF LOT 24
RIVER OAKS SUBDIVISION

BEING A TOTAL OF 2.00 ACRES, ESTABLISHING LOTS 24A AND 24B, BEING ALL OF LOT 24, RIVER OAKS SUBDIVISION, DESCRIBED AND ESTABLISHED IN SHEET 109-B, NEW PLAT CABINET, MAP AND PLAT RECORDS OF ATASCOSA COUNTY, TEXAS, AND ALSO RECORDED IN CLERK'S FILE NO. 254099, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS, AND ALSO LYING IN THE FRANCISCO DE LA GARZA SURVEY NO. 46, ABSTRACT NO. 277, ATASCOSA COUNTY, TEXAS.

© COPYRIGHT RAKOWITZ ENGINEERING 2026

AGENDA REQUEST
(GENERAL)

Agenda Item 17.

Meeting Date:	10/26/2026
Item Title:	ROW Permit - CPS
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 Right-of-Way permit for CPS Energy on Workman Rd. in Precinct 2.

ATTACHMENTS

ROW Permit - Workman Rd

Notice of Proposed Commercial Installation

Utility Line on Non-Controlled Access Roadway

Residential Use: X **Commercial Use:** ____

FEE: NO FEE **PAID:** _____

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

Date: 10/16/26

Formal notice is hereby given that CPS ENERGY
Company proposes to place a TWO NEW POWER POLES, RELOCATED EXISTING ANCHOR, AND INSTALL 502FT OF OVERHEAD PRIM & NEUTRAL
line within the right-of-way of WORKMAN RD in Precinct 2
Atascosa County, Texas as follows: (give location, length, general design, etc.)

Project is located by 313 Workman Rd. CPS Energy proposes to install two power poles, relocate existing anchor, and install 502ft of overhead primary and neutral on the north side Workman Rd. tapping from existing CPS overhead line to feed customer located on the south side of Workman Rd.

(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 12 day of NOVEMBER , 2026.

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

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

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

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

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

OR

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

_____

_____

_____

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

N/A under # 9 _____ Is attached _____.

Will be submitted when received_____. (Check One)

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

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

OR

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

_____

_____

_____

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

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

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

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

FIRM CPS ENERGY

By (Print) JULIO PACHECO

Signature Julio Pacheco

Title PROJECT MANAGER

Address 500 McCullough Ave, SAN ANTONIO, TX, 78215

Phone No. 210-350-7543

Fax No

To: _____

Roadway WORKMAN RD
Beg. RM _____ Offset_____End RMOffset___
County Precincts No.2____Atascosa County, Texas
Date:10/16/26

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.

CPS ENERGY

CONSTRUCTION COMPLETED

BY:

DATE:

CONST CTR:

FERG MAP PAGE
779-D1
SOIL: DIRT
TRAFFIC: LIGHT
INTERFERENCE: NONE

OH LINE EXTENSION ELECTRIC DESIGN | PROJECT # A-0009

WORK REQUEST NO	WORK REQUEST TITLE / ADDRESS
41184790	313 WORKMAN RD #RV (78069)

PLANNED BY	PHONE	CELL PHONE	DATE PLANNED	NOTES
D. VERA	4617	830-570-4625	10/15/2026	**120/240V GY 1PH (A)** **LOAD: 18 KVA**
REVIEWED BY	PHONE	CELL PHONE	DATE REVIEWED	
D. GARCIA	4626	383-0565		

PAGE: 1 OF 1

SERVICE CENTER: SWD

X,Y GRID COORDINATES		CIRCUIT NO	SCALE
X 2083106.000000	Y 13611092.000000	E323	1 " = 100 '

BURIED FACILITIES

	CATV	WATER	TELEPHONE	SEWER	ELECTRIC	GAS	OTHER
CLEAR	●	●	●	●	●	●	●
NOTED ON SKETCH	□	□	□	□	□	□	□

COPIES | TOTAL

ESTIMATED MAN-HOURS:

SKETCH SIZE 11 X 17
1" = 100'

SEAL REQUIRED

OUTAGES

N/A

ASSOCIATED WR#

OH SVC & MTR
WR41192238

LOCATES/PERMITS

DIG TESS:
PENDING

ATASCOSA
WATER: CLEAR
SEWER: CLEAR
GAS: CLEAR

ATASCOSA ROW
PERMIT ID: PENDING

ENVIRONMENTAL NOTES

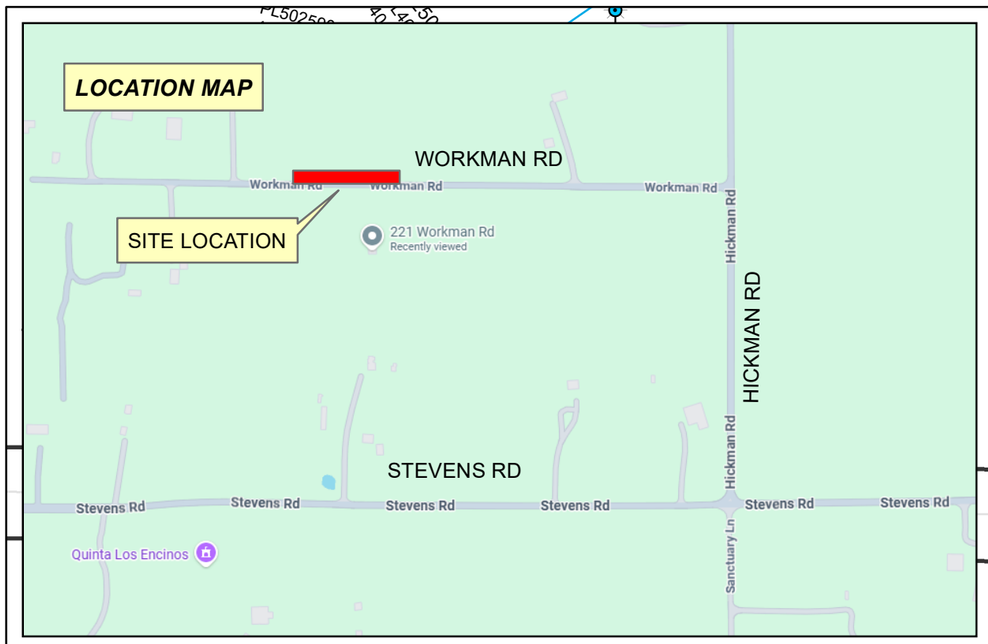
Refer to the Environmental Permits, Issues, and Concerns (EPIC) sheet attached to Task 2360

MISCELLANEOUS NOTES

CUSTOMER CONTACT:
CON KNIES
801-475-6686
(OWNER)

NO HAND DIG REQUIRED

N



340

7017 WORKMA

TOTAL: 1,004'

1 | +2: W2AS PRIM & SEC (A) 502' | 2

WL#3
+P45-2
+TO25GY1B (A)
+GUY

25A
PL3926453
45
3

WL#2
+P45-2

PL3926452
45
2

WL#1
PL473124
-GUY

PL473124
45-23
1

WORKMAN

100'

250'

A2ASN2AS

252'

313 #RV

+ME-2SAMI-2
+OS23P (A)
100' TOTAL SVC
TO BE COMPLETED
ON WR#41192238

CUSTOMER OWNED
SET 35FT METER POLE

PL496655
35-74

A4ASN

PL455157
40-23

10A
PL496656
35-74

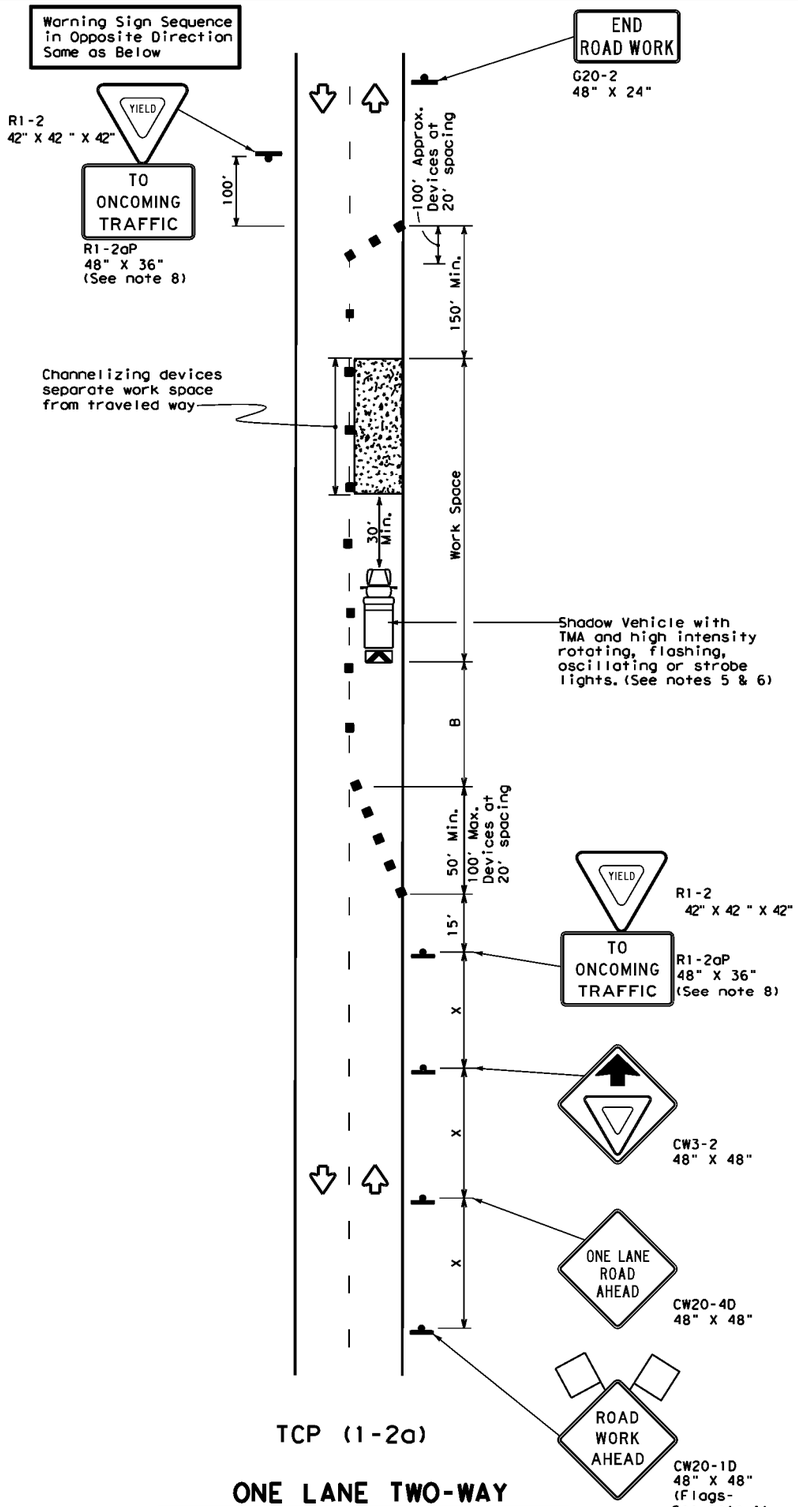
6940

7110

15A
PL502570
40-86

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

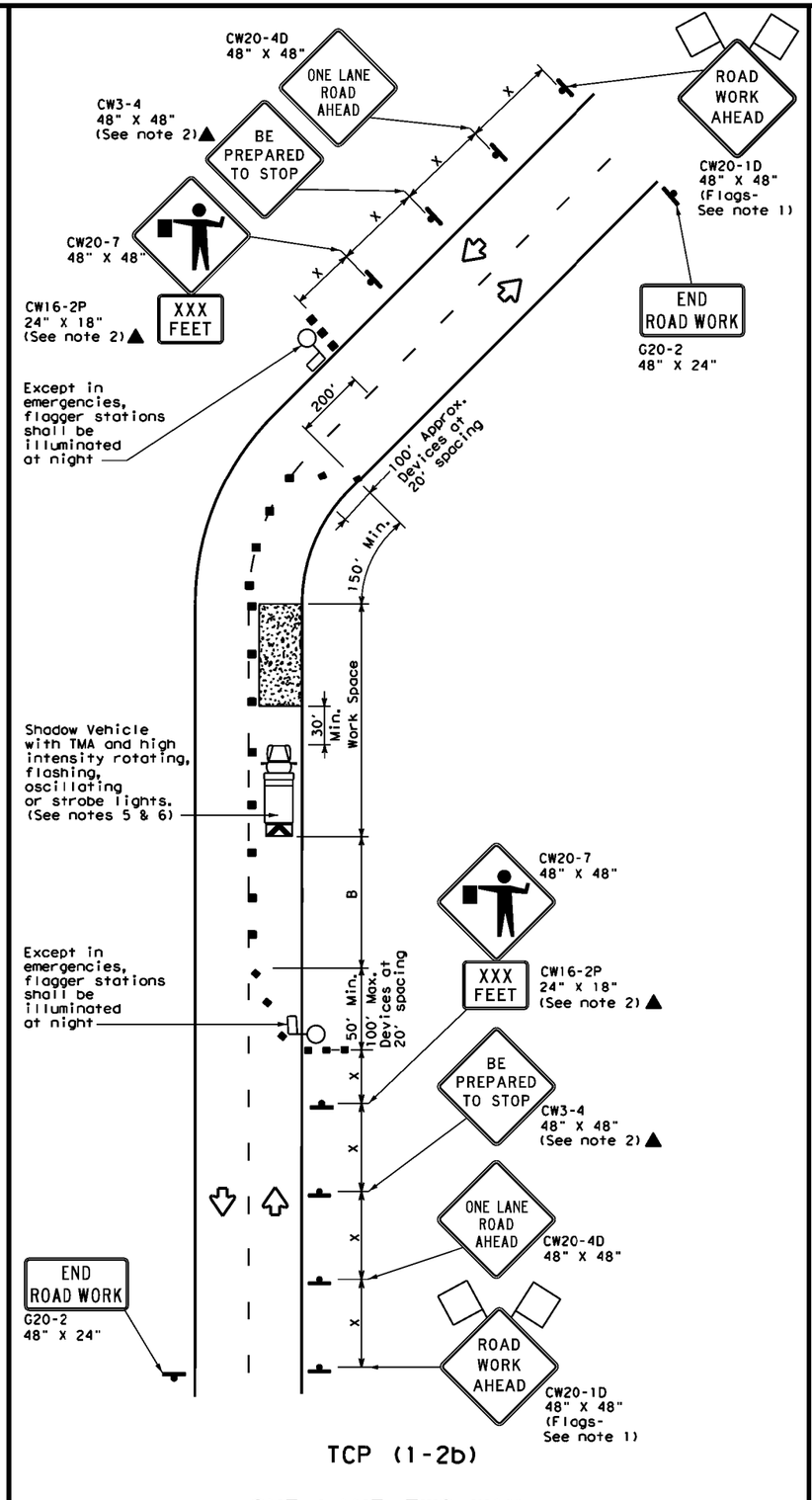
DATE:
FILE:



TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L = WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-18

FILE: tcp1-2-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 4-90 4-98 2-94 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.

AGENDA REQUEST
(GENERAL)

Agenda Item 18.

Meeting Date:	10/26/2026
Item Title:	Exception - Leah Lopez on W. County Road 326
Submitted For:	Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Rural Develpoment:	Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for the Lopez Family on W. County Road 326 in Precinct 3.

ATTACHMENTS

Lopez - Certificate
Lopez - Registration 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, Instrument Number 265427, Official Public Records, Atascosa County, Texas, and being currently owned by Leah A. Lopez is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided for family only. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the ____ day of _____, 2026.

_____
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 Leah A. Lopez am the owner of the attached filed division of land located at 10824 W. County Rd 326, Jourdanton TX 78026 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

☐ Agricultural Use	☒ Family	☐ 10+ Acres
☐ Veterans Land Board	☐ State Agency	☐ Political Subdivision

☐ Divided into two parts ☐ All parts to original owner

Adopted 6/27/2022

Date: 10-14-26

Signature: Leah A. Lopez

Printed Name: Leah A. Lopez

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF ATASCOSA

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 Oct. 14th, 2026

Brenda Ross

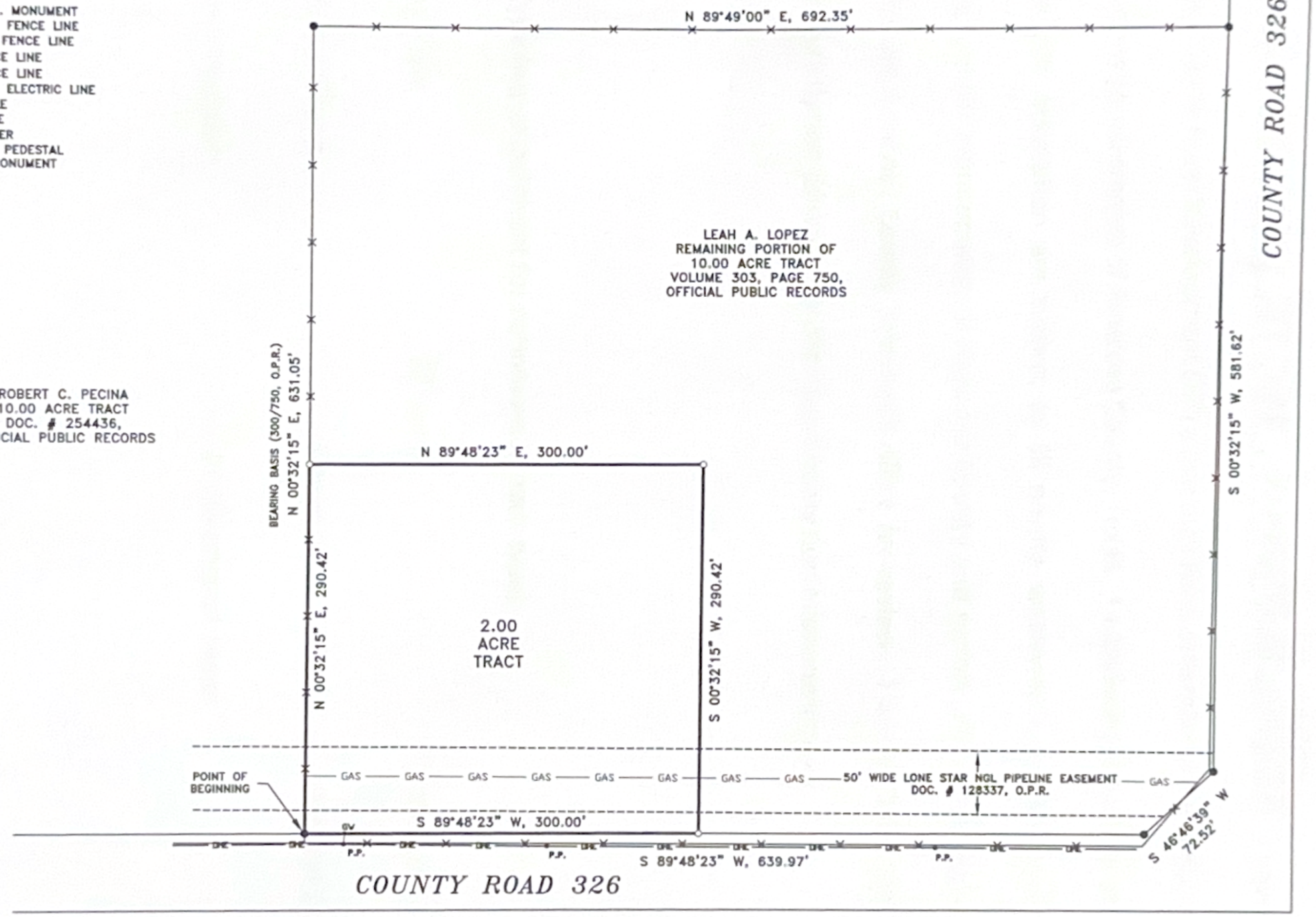
Notary Public, in and for
State of Texas

BRENDA ANN ROSS
Notary ID #128465999
My Commission Expires
December 9, 2026

PLAT LEGEND

- ● 1/2" IRON PIN FOUND
- ○ 1/2" IRON PIN SET WITH CAP STAMPED (RPLS 5482)
- ⊗ IRON PIPE FOUND
- □ DENOTES FENCE POST
- △ DENOTES HWY. R.O.W. MONUMENT
- —⊖— DENOTES CHAIN-LINK FENCE LINE
- —×— DENOTES BARB WIRE FENCE LINE
- —/— DENOTES WOOD FENCE LINE
- —◇— DENOTES STEEL FENCE LINE
- —OHE— DENOTES OVER HEAD ELECTRIC LINE
- P.P. DENOTES POWER POLE
- M.P. DENOTES METER POLE
- WM DENOTES WATER METER
- TP DENOTES TELEPHONE PEDESTAL
- CM DENOTES CONTROL MONUMENT

NATASCOSA COLONY FARMS



50 100

SCALE: 1" = 100'

SURVEY PLAT OF

2.00 ACRES IN ATASCOSA COUNTY, TEXAS, OUT OF THE EDWARD ESTIS SURVEY NO. 1188, AND BEING A PORTION OF TRACT 20 OF THE NATASCOSA COLONY FARMS, AS SHOWN ON PLAT THEREOF RECORDED ON SHEET 7A, NEW PLAT CABINET RECORDS OF ATASCOSA COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 10.00 ACRE TRACT DESCRIBED IN CONVEYANCE FROM JOSE R. IRUEGAS TO LEAH A. LOPEZ, OF RECORD IN VOLUME 303, PAGE 750, OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS.

(SEE ACCOMPANYING FIELD NOTE DESCRIPTION)

NOTES:

SURVEYED FOR: LEAH A LOPEZ/ JENNIFER URUEGAS

PROPERTY ADDRESS: COUNTY ROAD 326

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND OTHER MATTERS OF RECORD, (EASEMENTS, SETBACK LINE, ETC.) WHICH MAY AFFECT THIS TRACT MAY NOT BE SHOWN HEREON.

THIS PROPERTY IS PARTITIONED OUT OF A LARGER TRACT AND THE PROPERTY MAY SUBJECT TO SUBDIVISION RULES AND REGULATIONS OF THE CITY AND/OR COUNTY.

MARTINEZ
SURVEYING & MAPPING CO
FIRM # 101822-00
P.O. BOX 17971
SAN ANTONIO, TX, 78217
(210) 829-4244

STATE OF TEXAS
COUNTY OF ATASCOSA

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

STATE OF TEXAS
REGISTERED
REYNALDO MARTINEZ JR.
5482
PROFESSIONAL
LAND SURVEYOR

This 23rd day of JUNE, 20 26 A.D.

Reynaldo Martinez Jr.

REGISTERED PROFESSIONAL
LAND SURVEYOR No. 5482

JOB No. 26-6-24

MARTINEZ
SURVEYING AND MAPPING Co.
Firm # 101822-00
P.O. Box 17971
San Antonio, Texas 78217
(210) 829-4244

STATE OF TEXAS
COUNTY OF ATASCOSA

2.00 ACRE TRACT

All that certain tract or parcel of land containing 2.00 acres in Atascosa County, Texas, out of the Edward Estis Survey No. 1188, and being a portion of Tract 20 of the Natascosa Colony Farms, as shown on plat thereof recorded on Sheet 7A, New Plat Cabinet Records of Atascosa County, Texas and being a portion of that certain 10.00 acre tract described in conveyance from Jose R. Iruegas to Leah A. Lopez, of record in Volume 303, Page 750, Official Public Records of Atascosa County, Texas.

BEGINNING: at a ½" iron pin found on the North line of County Road 326 at the Southwest corner of said Lopez, 10.00 acre tract and same being the Southeast corner of Robert C. Pecina, 10.00 acre tract, of record in Document # 254436, Official Public Records of Atascosa County, Texas for the Southwest corner of this tract;

THENCE: North 00 deg. 32 min. 15 sec. East, 290.42 feet along with common line between said Lopez, 10.00 acre tract and said Pecina, 10.00 acre tract o a ½" iron pin set with cap, for the Northwest corner of this tract;

THENCE: North 89 deg. 48 min. 23 sec. East, 300.00 feet to a ½" iron pin set with cap, for the Northeast corner of this tract;

THENCE: South 00 deg. 32 min. 15 sec. West, 290.42 feet to a ½" iron pin found found on the North line of County Road 326 and same being the South line of said Lopes, 10.00 acre tract, for the Southeast corner of this tract;

THENCE: South 89 deg. 48 min. 23 sec. West, 300.00 feet along with the North line of County Road 326 to the POINT OF BEGINNING.

Bearing Basis – North 00 deg. 32 min. 15 sec. East, 631.05 feet – from the West line of said Lpez, 10.00 acre tract of record in Volume 303, Page 750, Official Public Records of Atascosa County, Texas.

REYNALDO MARTINEZ JR.
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 5482
Job No. 26-6-24
June 23, 2026
(SEE ATTACHED SURVEY PLAT)

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: September 24, 2026

Grantor: Jose Raul Iruegas, Sr.

Grantor's Mailing Address: 1082 W. CR 326
Jourdanton, TX 78026

Grantee: Leah Andrea Lopez a/k/a Leah A. Lopez

Grantee's Mailing Address: 2106 Zanderson Ave.
Jourdanton, Texas 78026

Consideration:

Pursuant to Divorce Decree styled "In The Matter of The Marriage of Leah Andrea Lopez and Jose Raul Iruegas, Sr.," Cause No. 06-01-0023-CVA in the District Court of Atascosa County, Texas.

Property (including any improvements):

Being 10.00 acres of land called TRACT 7 in this survey and partition out of the Edward Estis Survey No. 1188, Atascosa County Texas and being a part or portion of Tract 20 of the Natascosa Colony Farms as shown on plat of record on Sheet 7A, (NPC) of the New Plat Cabinet of Atascosa County, Texas and further being a part or portion of the Rafter D Investments, Inc. and Castle Systems, Inc. land as described in Book 270, Page 226 of the Official Public Records of Atascosa County, Texas; further described on Exhibit "A"

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and any unpaid taxes for prior years, taxes for the current year, and taxes for subsequent years, the payment of all of which Grantee assumes and agrees to pay.

Grantor, for the consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, 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.

Jose Raul Iruegas, Sr.

The preparer of this document has made no investigation of the following matters:

- **The accuracy of the legal description used herein.**
- **Whether or not the grantor is the correct owner of the property.**
- **Whether or not the party signing on behalf of the Grantor is authorized to sign on behalf of the Grantor.**
- **Any title matters whatsoever.**
-

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Atascosa §

This instrument was acknowledged before me on September 24, 2026 by Jose Raul Iruegas, Sr.

SARAH V. SEGURA
Notary Public, State of Texas
My Comm. Exp. 04-23-2030
ID No. 128204174

Notary Public, State of Texas

SARAH V. Segura
Printed Name of Notary Public

AFTER RECORDING RETURN TO:
FIVE STAR TITLE, LLC
304 N AUSTIN ST.
Seguin, Texas 78155

AGENDA REQUEST
(GENERAL)

Agenda Item 19.

Meeting Date:	10/26/2026
Item Title:	Exception - Mann Mann 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 Bertha Mann on Mann Rd. in Precinct 3.

ATTACHMENTS

Mann Registration Packet
Mann - Certificate of Exception

Registration for Division of Land in Atascosa County

I Bertha M. Mann, am the owner of the attached filed division of land located at 11.29 Acres of land out of the D. Alderete Survey Abstract No. 26 (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: September 17, 2026

Signature: Bertha M Mann

Printed Name: BERTHA M. MANN

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Aransas

BEFORE ME, the undersigned Notary Public, on this day personally appeared Bertha M Mann, 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 17th of Sept., 2026

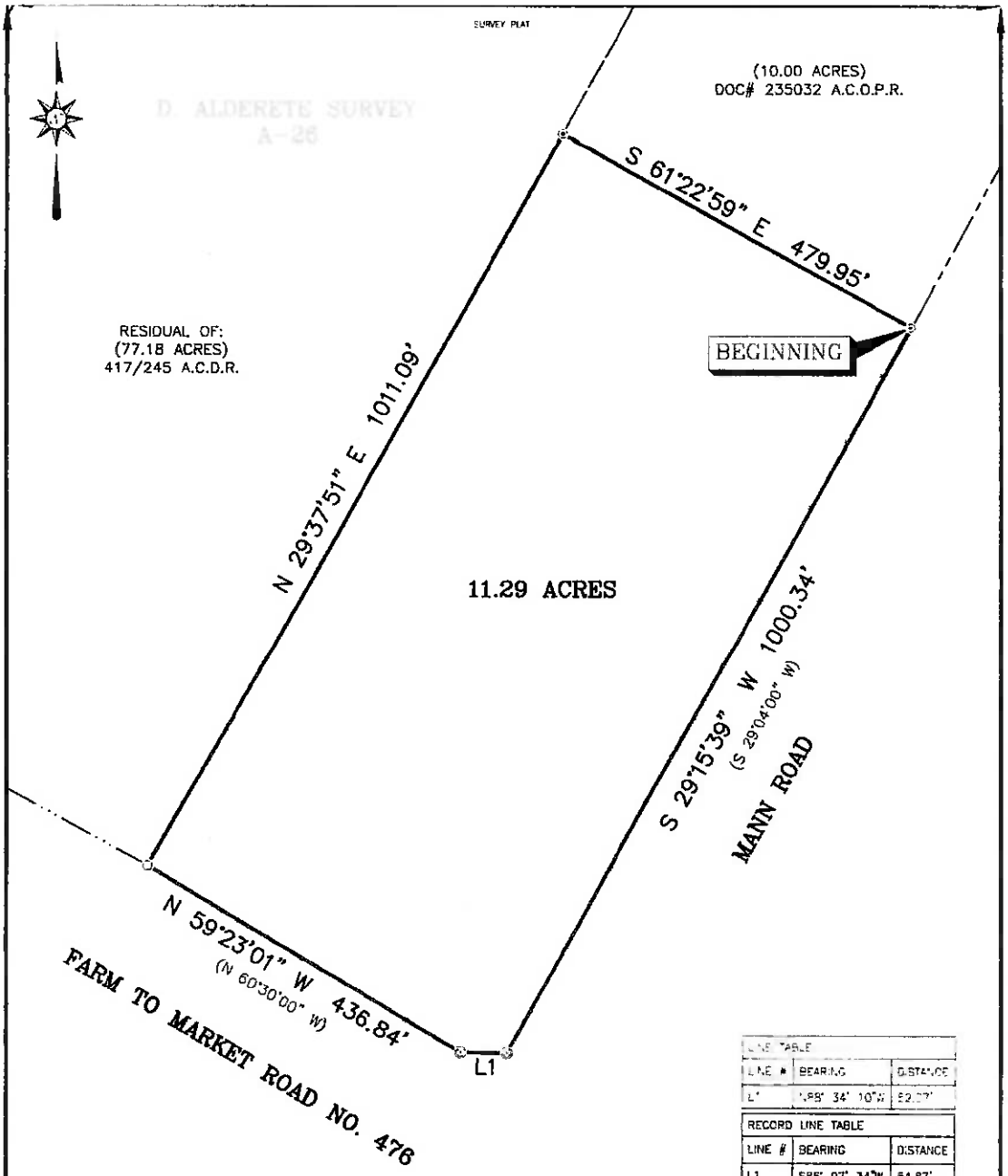
Maria E Levine

Notary Public, in and for
State of Texas

MARIA E LEVINE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 03/16/28
NOTARY ID 12892368-2

Adopted 6/27/2022

SURVEY PLAT



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N89° 34' 10"W	52.07'

RECORD LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S86° 07' 34"W	54.87'

LEGEND

- BOUNDARY LINE
- ADJOINER LINE
- CURVE LINE
- FENCE
- BURIED PIPELINE
- OVERHEAD ELECTRIC LINE
- UNDERGROUND UTILITY LINE
- WATER LINE
- PUE - PUBLIC UTILITY EASEMENT
- BL - BUILDING SETBACK LINE
- UDE - UTILITY, DRAINAGE, AND EMBANKMENT BACKSLOPE EASEMENT
- (BRX-DST) - RECORD CALL
- XXX/XXX VOLUME/PAGE
- ACPR - ATASCOSA COUNTY PLAT RECORDS
- ACDR - ATASCOSA COUNTY DEED RECORDS
- ACOPR - ATASCOSA COUNTY OFFICIAL PUBLIC RECORDS
- ACRPR - ATASCOSA COUNTY REAL PROPERTY RECORDS
- FOUND
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET
- 1210 NAIL FOUND
- IRON PIPE FOUND
- NAIL SET
- 3/8" IRON ROD FOUND
- PIPE FENCE CORNER POST FOUND
- WOOD FENCE CORNER POST FOUND
- AIR MARKED
- AIR
- ELECTRIC METER
- TELEPHONE PEDESTAL
- SEPTIC
- GAS METER
- WATER WELL
- UTILITY POLE
- FIRE HYDRANT

FILE: 2026 BOUNDARY ATASCOSA\26 2026 MANN RD AND FM 476 CUTOUT(GARCIA)

0' 150' 300' 450'

NOTE:
1. BEARINGS, DISTANCES & ACREAGE ARE GRID, NAD 83 US TX SOUTH CENTRAL ZONE AND ARE DERIVED FROM NORMAL GPS TECHNIQUES.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THERE MAY BE EASEMENTS AND/OR CONVENIENTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.
3. A NOTED AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
4. IRON ROD SET ARE 1/2 INCH IRON REBAR WITH PLASTIC CAPS MARKED "INTREPID"

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

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM ACTUAL FIELD NOTES OF ON THE GROUND SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AT THE TIME OF THIS SURVEY. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

REGISTERED PROFESSIONAL LAND SURVEYOR

01-19-2026
DATE

REFERENCE: TONY CELEST MANN
ADDRESS: MANN ROAD
LEGAL DESCRIPTION: BEGIN 11.29 ACRES OF LAND OUT OF THE
D. ALDERETE SURVEY, ABSTRACT NO. 26 WITHIN ATASCOSA
COUNTY, TEXAS

JOB NO. 26-1022 FEB 0
DRAWN BY: LA FIELD BOOK: 137-27

INTREPID
SURVEYING & ENGINEERING

LEGAL DESCRIPTION: Being 11.29 acres of land out of the D. Alderete Survey, Abstract No. 26, Atascosa County, Texas and also being a portion of the residual of that certain 77.18 acre tract described in Volume 417, Page 245 of the Deed Records of Atascosa County, Texas; Said 11.29 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in January, 2026:

BEGINNING at a 1/2 iron rod found on the northwest line of Mann Road for the east corner of the residual of said 77.18 acre tract, the south corner of a certain 10.00 acre tract described in Document No. 235032 of the Official Public Records and the east corner hereof;

THENCE South 29°15'39" West a distance of 1000.34 feet along the northwest line of Mann Road and the southeast line of the residual of said 77.18 acre tract to a pipe fence post found for a southeast corner of the residual of said 77.18 acre tract and the southeast corner hereof;

THENCE North 88°34'10" West a distance of 52.07 feet along the northeast line of Farm to Market Road No. 476 and the southwest line of the residual of said 77.18 acre tract to a pipe fence post found for the south corner of the residual of said 77.18 acre tract and the south corner hereof;

THENCE North 59°23'01" West a distance of 436.84 feet along the northeast line of Farm to Market Road No. 476, the southwest line of the residual of said 77.18 acre tract to a 1/2 iron rod set for the west corner hereof;

THENCEC North 29°37'51" East a distance of 1011.09 feet over and across the residual of said 77.18 acre tract to a 1/2 iron rod found on the west corner of said 10.00 acre tract an interior corner of the residual of said 77.18 acre tract and the north corner hereof;

THENCE South 61°22'59" East a distance of 479.95 feet along a northeast line of the residual of said 77.15 acre tract and the southwest line of said 10.00 acre tract to the **POINT OF BEGINNING** containing 11.29 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;

January 19, 2026

Sherman L. Posey, R.P.L.S.
Job# 26-0022.

P.O. Box 1209 • 109 Dilworth Plaza
Poth, TX 78147
O. (830) 393-8833
F. (830) 393-3388

WITNESS, my hand at Springer, Okla this 12th day of Aug., A.D. 1955.

U.S.I.R.Stamps $2.75 Cancelled. Georgia M. Crouch

THE STATE OF OKLAHOMA:

COUNTY OF CARTER : Before me, a Notary Public in and for Carter County, Okla. on this day personally appeared Georgia M. Crouch, a widow known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 12 day of August, A.D. 1955.

Cecil A. Arnold, Notary Public
Carter County, Okla.

SEAL My commission expires April 16, 1958

Filed for record August 25, A.D. 1955 at 9:00 o'clock A.M. and duly recorded September 6, A.D. 1955 at 1:30 o'clock P.M. in Atascosa County Deed Records, Vol. 244, pages 294-295.

C.W.Martin, Sr., Clerk County Court, Atascosa County, Texas.

By Lillian Rogers Deputy

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9223

STATE OF TEXAS :

COUNTY OF ATASCOSA: KNOW ALL MEN BY THESE PRESENTS:

That I, CLARA LAURA MANN, a widow, of Atascosa County, Texas, in consideration of the sum of Ten and no/100 DOLLARS ($10.00) to said grantor in hand paid by the grantees hereinafter named, the receipt of which is hereby acknowledged, and the further consideration of the assumption of the Grantees pro-rata part of a Deed of Trust Lien in favor of The Federal Land Bank of Houston, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT,SELL AND CONVEY unto FRANK S. MANN, HENRY A. MANN and TONY C. MANN of Atascosa County, Texas, all that certain property situated in Atascosa County, Texas, described as follows, to-wit:

TRACT 1: 155.4 acres out of Dolores Alderete Survey No. 1211, Abstract No. 26;

TRACT 2: 150 acres out of Dolores Alderete Survey No. 1211, Abstract No. 26.

Said tracts being the same land conveyed to A.H.Mann, et ux by deed dated November 12, 1930, recorded in Vol. 118, pages 80-83, Deed Records, Atascosa County, Texas.

Grantor reserves the right to live on said place during her lifetime.

TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurtenances thereto belonging, unto the said grantee above named, their heirs and assigns forever. And I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND the title to said property unto the said grantee above named, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

EXECUTED this 25th day of August, 1955.

U.S.I.R.Stamps $1.10 Cancelled

Clara Laura Mann
Clara Laura Mann

STATE OF TEXAS :

COUNTY OF ATASCOSA:

Before me, the undersigned authority, on this day personally appeared Clara Laura Mann, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 25th day of August, 1955.

Rosamarie Daughtry, Notary Public

SEAL Atascosa County, Texas.

Filed for record August 25, A.D. 1955 at 10:20 o'clock A.M. and duly recorded September 6, A.D. 1955 at 1:45 o'clock P.M. in Atascosa County Deed Records, Vol. 244, pages 295-296.

C.W.Martin, Sr., Clerk County Court, Atascosa County, Texas.

By Lillian Rogers Deputy

0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

9241

ASSIGNMENT OF OIL, GAS AND MINERAL LEASE

WHEREAS, on the 3rd day of March, 1955, a certain oil, gas and mineral lease was made and entered into between Agatha Schulze, et al, as Lessors, and Dr. George Estes and A. Hunt Cole, as Lessee, insofar as said lease covers the following described land situated in Atascosa County, Texas, to-wit:

Being a portion of State Section 67 and described by metes and bounds as follows:

Beginning at a point which bears South 975 feet from the Southeast corner of F.Domingues Section No. 4½, for the Northwest corner of this tract; Thence East approximately 3565 feet to the Eastern boundary line of said Survey 67 for the Northeast corner of this tract; Thence South 975 feet to a point in the East boundary line of said Survey 67 for the Southeast corner of this tract; Thence West to a point 3565 feet for the Southwest corner of this tract; Thence North 975 feet to the place of beginning, containing approximately 80 acres of land, more or less, and,

WHEREAS, the said lease and all rights thereunder or incident thereto are now owned by Dr. George Estes, A. Hunt Cole and Dr. J.W.Bailey, of Corpus Christi, Texas:

NOW, THEREFORE, for and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owners of the said lease all rights thereunder or incident thereto, do hereby bargain, sell, transfer, assign and convey all of the right, title and interest of the original lessees and present owners in and to the said lease and rights thereunder insofar as it covers an undivided thirteen-sixteenths (13/16ths) of the tract described above, together with all personal property used or obtained in connection therewith to J.A.Garcia of Nueces County, Texas, and his heirs, successors and assigns.

And for the same consideration the undersigned, for themselves, their heirs and legal representatives, do hereby covenant with said J.A.Garcia, his heirs, assigns and legal representatives, that the undersigned are the lawful owners of said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned have good right and authority to sell and convey the same, and that said rights, interest and property hereby conveyed are free and clear of all liens and encumbrances, and that all rentals and royalties due and payable under said lease have been duly paid.

WITNESS our signatures this 23rd day of August, 1955.

Dr. George Estes
Dr. George Estes

A. Hunt Cole
A. Hunt Cole

Dr. J.W.Bailey
Dr. J.W.Bailey

THE STATE OF TEXAS:
COUNTY NUECES :

Before me, the undersigned authority, on this day personally appeared Dr. George Estes, A. Hunt Cole, and Dr. J.W.Bailey, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Cause No. 6997

IN RE ESTATE OF	§	IN THE COUNTY COURT
TONY C. MANN	§	SITTING IN PROBATE
DECEASED	§	ATASCOSACOUNTY, TEXAS

APPLICATION FOR PROBATE OF THE WRITTEN WILL OF TONY C. MANN AS A MUNIMENT OF TITLE

TO THE HONORABLE JUDGE OF SAID COURT:

BERTHA MARIE MANN, Applicant, for the purpose of probating the written will of TONY C. MANN, Deceased ("Decedent") as a Muniment Of Title, furnishes the following information to the Court:

1.

Applicant is the surviving widow of TONY C. MANN Deceased, she is named in the will as a beneficiary, and she is interested in this estate. The applicant is an individual domiciled and residing at 4578 W. FM 476, Poteet, TX 78065-3436.

2.

Decedent was born on April 1, 1923 and died on June 15, 2005, at Poteet Nursing Home, Poteet, TX 78065, at the age of eighty-two (82) years.

3.

This Court has jurisdiction and venue because Decedent was a resident of and held title to real and personal property located in Atascosa County, Texas, to-wit: a rural residence, the furnishings and fixtures thereof, and money and choses in action.

4.

The probable value of the real and personal property of decedent at the time of his death is in excess of $100,000.00.

5.

Decedent left a valid, unrevoked, written will bearing his signature and dated the March 2. 1973, the original of which is filed with the clerk of this court in this cause. The will named BERTHA M. MANN Independent Executrix to serve without bond or other security.

6.

I, Theresa Carrasco County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on SEP 16 2026

Theresa Carrasco, County Clerk
By Deputy: K. Burgess

The subscribing witnesses to the will are J. W. OLIVER and JERRY OLIVER, who along with Decedent, executed the self-proving affidavit attached to and contained within the document consisting of Decedent's will. The will was made self-proved in the manner required by law.

7.

No child was born to or adopted by decedent after the making of the will.

8.

Decedent was married only once to BERTHA MARIE MANN and was married to her when he died. Decedent was never divorced.

9.

Neither Texas, nor any governmental agency of Texas, nor any charitable organization is named in the will as a devisee.

10.

There are no unpaid debts owing by the estate of the decedent, excluding debts secured by liens on real estate.

Wherefore, Applicant requests that citation be issued to all persons interested in this estate as required by law, that the will be admitted to probate as a muniment of title, that the requirement for the filing of an Affidavit of Fulfillment of Terms of Will be waived, and that Applicant be granted such other and further orders as the Court may deem proper. Applicant prays for general relief.

Respectfully submitted,

Bertha Marie Mann, Applicant

Carl Raymond Crites
State Bar No. 05084000
P.O. Box 12529
San Antonio, TX 78212
(210) 822-8913 -- Telephone
(210) 822-4868 – Telecopier
crcrites@swbell.net Email

FILED FOR RECORD
2009 JUN -1 PM 12:35
DIANE GONZALES
ATASCOSA COUNTY CLERK
BY _____ DEPUTY

I, Theresa Carrasco County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on SEP 16 2026

Theresa Carrasco, County Clerk
By Deputy: K. Borquez

STATE OF TEXAS X
COUNTY OF BEXAR X

KNOW ALL MEN BY THESE PRESENTS:

That we, TONY C. MANN and wife, BERTHA M. MANN, of the County of Atascosa, State of Texas, being of sound and disposing mind and memory, do hereby make, publish and declare this to be our Last Will and Testament, hereby revoking all previous Wills, if any, by either of us made.

I.

We desire and direct that our bodies be buried in a decent and Christianlike manner suitable to our circumstances and conditions in life; and that our just debts be paid out of our estate without delay by our Independent Executor or Independent Executrix, as the case may be, as hereinafter named

II.+

It is our will and desire and the will and desire of each of us, that the survivor of us, the said TONY C. MANN or BERTHA M. MANN, as the case may be, shall have absolutely and in fee simple title all of the estate, of every character and description, real, personal and mixed, which either or both of us may own or have an interest in at the time of the death of the one of us dying first; hereby intending to include both community and separate property and we hereby devise and bequeath unto such survivor all of such property with full power and authority to mange, sell, convey or dispose of said property as he or she may see fit.

III.

We hereby appoint the survivor of us, the said TONY C. MANN or BERTHA M. MANN, as the case may be, Independent Executor or Independent Executrix, as the case may be, of this our Last Will and Testament, and direct that no bond or other form of security be required of such survivor, and that no action shall be had in the County Court in relation to the settlement of the estate of the one of us dying first than the probating and recording of this Will and the return of an inventory and list of claims of such estate and of all claims due or owing to the one

I, Theresa Carrasco County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on SEP 16 2026
Theresa Carrasco, County Clerk
By Deputy:

of us dying first at the time of such death, with full power and authority to manage, sell, convey or dispose of said property as the survivor may see fit.

IV.

In the event that our deaths should occur simultaneously, or approximately so, or in the same common accident or calamity, or under circumstances causing a reasonable doubt as to which of us survived the other, or if the survivor should die without making another will, then and in that event, it is our will and desire and the will and desire of each of us, that all of the property and estate of every character and description, real, personal or mixed, which either or both of us may own or have an interest in at the time of our deaths, hereby intending to include both community property and separate property, shall pass to and vest absolutely and in fee simple title in our beloved children, in equal portions, share and share, alike, with full power and authority to manage, sell, convey or dispose of said estate as they may see fit, our beloved children being two sons, RONALD S. MANN and DENNIS L. MANN.

V.

In the event that our property should pass to and vest in our beloved children, according to the provisions of this our Last Will and Testament, then we appoint our son, RONALD S. MANN, Independent Executor of this our Last Will and Testament, and direct that no bond or other form of security be required of him as Independent Executor and no other action taken in the Court than to admit this Will to probate and cause the return of an inventory, appraisement and list of claims, as provided by law, with full power and authority to manage, sell, convey or dispose of said estate as he may see fit.

IN TESTIMONY WHEREOF, we have signed our names hereto in the presence of the undersigned, our attesting witnesses, who, at our request and in the presence of each other, and in their presence, sign their names hereto on this the 2nd day of March A.D. 1973.

Tony C. Mann
TONY C. MANN - Testator

Bertha M. Mann
BERTHA M. MANN - Testatrix

The above instrument was now here published as their Last Will and Testament and signed and subscribed by TONY C. MANN and his wife,

I, Theresa Carrasco County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on SEP 16 2026

Theresa Carrasco, County Clerk
By Deputy: K. Burgess

BERTHA M. MANN, Testator and Testatrix, in our presence, andwe, at the request of each of them and in the presence of each other, sign and subscribe our names hereto as attesting witnesses.

J. W. Oliver

Jerry Oliver

WITNESSES

THE STATE OF TEXAS X

COUNTY OF BEXAR X

BEFORE ME, the undersigned authority, on this day personally appeared TONY C. MANN and his wife, BERTHA M. MANN, Testator and Testatrix, and J. W. OLIVER and JERRY OLIVER, known to me to be the Testator and Testatrix and the Witnesses respectively, whose names are subscribed to the annexed or foregoing instrument, and in their respective capacities, and all of said persons being by me duly sworn on oath, the said TONY C. MANN and BERTHA M. MANN, Testator= and Testatrix, declared to me and to the witnesses in my presence that said instrument is their Last Will and Testament and that they had willing made and executed it as their free act and deed for the purposes therein expressed; and the said witnesses each on his oath stated to me, in the presence of the said Testator and Testatrix, that the said Testator and Testatrix had declared to them that said instrument is their Last Will and Testament, and that they had executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testator and Testatrix and at their request; that both of them was at that time husband and wife and were of sound mind; and that each of said witnesses was then at least fourteen years of age.

Tony C. Mann

TONY C. MANN - Testator

Bertha M. Mann

BERTHA M. MANN - Testatrix

I, Theresa Carrasco County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on SEP 16 2026

Theresa Carrasco, County Clerk

By Deputy: R. Borgen

J. W. Oliver
Jerry Oliver

SUBSCRIBED and sworn to and acknowledged before me by the said TONY C. MANN and his wife, BERTHA M. MANN, Testator and Testatrix, and subscribed and sworn to before me by J. W. OLIVER and JERRY OLIVER, Witnesses, on this the 2nd day of MARCH A.D. 1973.

NOTARY PUBLIC STATE OF TEXAS COUNTY OF BEXAR

Wanda Morin

WANDA MORIN, NOTARY PUBLIC IN AND FOR BEXAR COUNTY, TEXAS.

6977
FILED FOR RECORD
2009 JUN -1 PM 12:35
DIANE GONZALES
ATASCOSA COUNTY CLERK
BY DEPUTY

I, Theresa Carrasco County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on SEP 16 2026
Theresa Carrasco, County Clerk
By Deputy:

Cause No. 6977

IN RE ESTATE OF	§	IN THE COUNTY COURT
TONY C. MANN	§	SITTING IN PROBATE
DECEASED	§	ATASCOSA COUNTY, TEXAS

PROOF OF DEATH AND OTHER FACTS

On this day, BERTHA MARIE MANN ("Affiant") personally appeared and after being duly sworn, deposed and said that:

1. "Affiant is named as the Independent Executrix of the will of Tony C. Mann ("Decedent") and she is the widow of the Decedent and she is named as Decedent's beneficiary under his will. She is interested in the said estate.

2. "Decedent died on June 15, 2005, at the Poteet Nursing Home, Poteet, Atascosa County, Texas, at the age of eighty-two (82) years and four years had not elapsed at the time of filing this action since the date of Decedent's death.

3. "The Court has jurisdiction and venue over the estate in that Decedent was domiciled and had a fixed place of residence in Atascosa County, Texas on the date of his death, same being 4578 W. FM 476, Poteet, Texas 78065-3436 and Decedent owned property in Atascosa County, Texas.

4. "Decedent died testate having executed a "Last Will and Testament" dated March 2, 1973.

5. "Citation has been served and returned in the manner and for the length of time required by the Texas Probate Code.

6. "The Decedent's Will was self-proved.

7. "To the best of my knowledge, the Will dated March 2, 1973, filed for probate on June 1, 2009, and now shown to me, which purports to be Decedent's will, was never revoked by Decedent.

8. "Decedent was married only once, to Bertha Marie Mann. Two children were born of the marriage of Decedent and Bertha Marie Mann, to-wit: Ronald S. Mann and Dennis L. Mann, both of whom are surviving adults. No other children were born to or adopted by Decedent during his lifetime.

9. "No children were born to or adopted by Decedent after the date of the Will.

10. "Decedent's Will named Bertha M. Mann Independent Executrix.

I, Theresa Carrasco County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on SEP 16 2026

Theresa Carrasco, County Clerk
By Deputy: K. Barrera

Signed this 15th day of June 2009.

Bertha Marie Mann

Bertha Marie Mann

SWORN TO AND SUBSCRIBED BEFORE ME on this 15th day of June 2009 by Bertha Mane Mann, to certify which witness my hand and seal of office.

Clerk of the County Court
Sitting in Probate

By Theresa Carrasco
Deputy

FILED FOR RECORD
2009 JUN 15 PM 1:53
DIANE GONZALES
ATASCOSA COUNTY CLERK
BY Carrasco DEPUTY

I, Theresa Carrasco County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on SEP 16 2026

Theresa Carrasco, County Clerk
By Deputy K. Bagwell

CAUSE NO. 6977

IN RE ESTATE OF	§	IN THE COUNTY COURT
TONY C. MANN	§	SITTING IN PROBATE
DECEASED	§	ATASCOSA COUNTY, TEXAS

ORDER ADMITTING WILL TO PROBATE
AS MUNIMENT OF TITLE

The Application for Probate of Will Produced in Court as Muniment of Title (the "Application") filed by Bertha Marie Mann, in the above styled and numbered cause of action was heard on the date set forth below.

The Court heard the evidence and the Court has reviewed the will, the Application and other documents filed herein and finds that the allegations contained in the Application are true; that notice and citation have been given in the manner and for the length of time required by law; that Tony C. Mann, the Decedent, is dead and that four (4) years have not elapsed between the date of Decedent's death and the bringing of this cause of action; that this court has jurisdiction and venue of the Decedent's estate and of this cause of action; that Decedent left a will dated March 2, 1973 executed with formalities and solemnities and under the circumstances required by law to make it a valid will; that on such date Decedent had attained the age of 18 years of age and was of sound mind; that the will was not revoked by Decedent; that no objection to or contest of the probate of the will has been filed; that all necessary proof required for the probate of the will has been made; that the will is entitled to probate; that there are no unpaid debts owing by the estate of the Decedent, excluding debts secured by liens on real estate, and that there is no necessity for administration of the estate.

It is therefore ORDERED that the will be admitted to probate as MUNIMENT OF TITLE, that the Clerk of this Court is ordered to record the will, together with the Application, in the Minutes of the Court, and that this order shall constitute sufficient

I, Theresa Carrasco County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on SEP 16 2026

Theresa Carrasco, County Clerk
By Deputy K. Bagwell

legal authority to all persons owing any money, having custody of any property, or acting as registrar or transfer agent, for payment or transfer by them to the persons described in the will. It is further ORDERED that the provisions of the Texas Probate Code that require the filing of an Affidavit of Fulfillment of Terms of Will be, and they hereby are waived.

Signed this 15th day of June 2009.

JUDGE PRESIDING

Order presented by:

Carl Raymond Crites
State Bar No. 05084
P.O. Box 12529
San Antonio, Texas 78212-0529
(210) 822-8913 Telephone
(210) 822-4858 Telecopier

Attorney for Bertha Marie Mann

FILED FOR RECORD
2009 JUN 15 PM 1:53
DIANE GONZALES
ATASCOSA COUNTY CLERK
BY DEPUTY

I, Theresa Carrasco County Clerk, Atascosa County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office witness my hand and Seal of office on SEP 16 2026

Theresa Carrasco, County Clerk
By Deputy:

DO NOT COPY OR ALTER • This document contains security features

1

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

1It 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 1 tract of land out of an original 300 acres, more or less, described in a Deed, Book No. 244, Page No. 295, Official Public Records, Atascosa County, Texas, and being currently owned by Bertha Mann, 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 _____, 2026.

_____
County Judge, Atascosa County, Texas

_____
Commissioner Precinct No. 1

_____
Commissioner Precinct No. 2

_____
Commissioner Precinct No. 3

_____
Commissioner Precinct No. 4

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

AGENDA REQUEST
(GENERAL)

Agenda Item 20.

Meeting Date:	10/26/2026
Item Title:	Commercial Driveway - Field Petroleum Corp. County Road 300
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 approval/denial of the Commercial Driveway Permit for Field Petroleum Corp. on County Road 300 in Precinct 3.

ATTACHMENTS

Field Petroleum - Commercial Driveway

10-14-2026
Pd. CK 1037

Permit to Construct Access Driveway Facilities On Atascosa County Road Right of Way

Permit Number: 1026-009

Applicant/Permitee	GPS*	Roadway
Name: **FIELD PETROLEUM CORP**	Latitude, Longitude **28.9171054 N / -98.6714057 W**	Name: CR 300
Mailing Address: **404 E Ramsey Road**		
City, State, Zip: **San Antonio Texas 78216**		For County's Use
Phone number: **210-829-8822**		Pct. No.: **3**

*Global positioning system coordinates intersection of driveway centerline with abutting roadway.

Atascosa County, hereinafter called the County, hereby authorizes **Field Petroleum Corp** hereinafter called the Permittee, to **X** construct/_____reconstruct a **Oilfield** (residential, commercial, farm, etc.) access driveway on the County Road right of way abutting County Road **County Road 300** in Atascosa County, located **.82 mile from SE of FM 2146** **Property ID # 11683** (use additional sheet as needed).

Subject to Access Driveway Policy and the following:

1. The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the county road right of way.
2. Design of facilities shall be as follows and/or as shown on sketch on page 15 and is subject to conditions stated below:
see attached sketch
All construction of materials shall be subject to inspection and approval by the County.
3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the County reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with the approval of the County.
4. The Permittee shall hold harmless the County and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect

any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks and shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the county road right of way.

6. The County reserves the right to require a new access driveway permit in the event of a material change in land use or change in driveway traffic volume or vehicle types.

7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.

8. The Permittee will contact the County's representative **Britni Van Curan** telephone **830)769-2748** at least twenty-four (24) hours prior to beginning the work authorized by this permit.

9. The requesting Permittee will be provided instructions on the appeal process if this permit request is denied by the County.

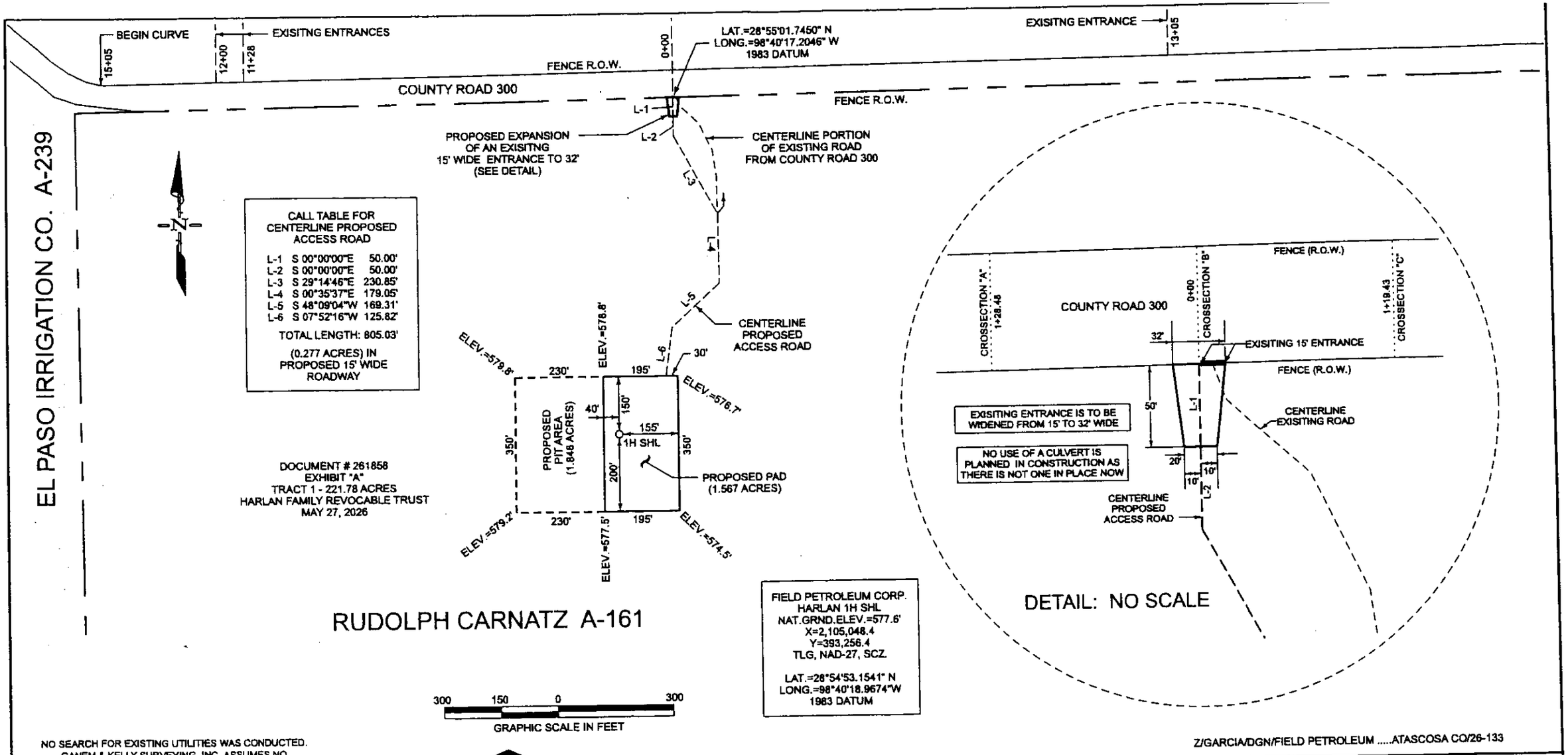
Date of Issuance **County Authorized Representative**

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and

maintenance of an access driveway on the highway right of way.

Date: **14-Oct-2026** Signed: Donnie Vaughan **Donnie Venglar**

(Property owner or owner's representative)



NO SEARCH FOR EXISTING UTILITIES WAS CONDUCTED. GANEM & KELLY SURVEYING, INC. ASSUMES NO RESPONSIBILTY FOR LOCATING EXISTING UTILITIES.

THE ABOVE PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION IN SEPTEMBER, 2026.

Kenneth L. Bludau

KENNETH L. BLUDAU
GANEM & KELLY SURVEYING, INC.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 3995

STATE OF TEXAS
REGISTERED
KENNETH L. BLUDAU
3995
PROFESSIONAL
LAND SURVEYOR

Z/GARCIA/DGN/FIELD PETROLEUM .....ATASCOSA CO/26-133

FIELD PETROLEUM CORP.

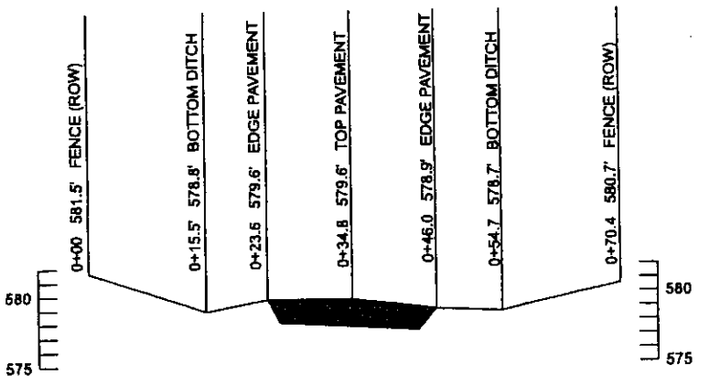
PROPOSED ENTRANCE OFF COUNTY ROAD 300,
PROPOSED ACCESS ROAD AND PAD
FOR HARLAN #1H LOCATION
ATASCOSA COUNTY, TEXAS

DRAWN BY : JRG	SCALE: 1" = 300'
CHECKED BY: KLB	DATE: 09/28/2026
APPROVED BY: KLB	JOB NO. 26-133

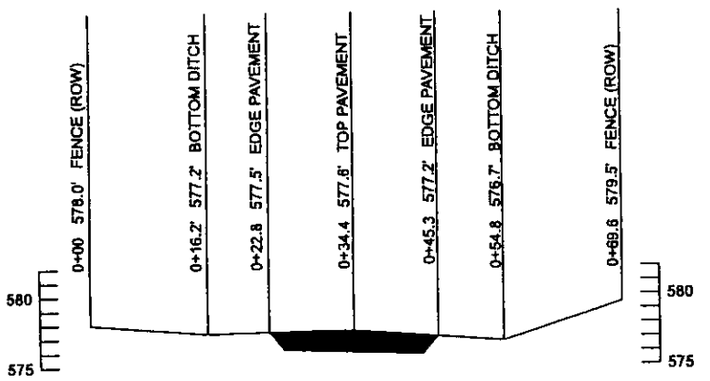
GANEM & KELLY SURVEYING, INC.
308 E. GOODWIN AVE.
VICTORIA, TEXAS 77901
(361) 578-9956
FIRM NO. 10080301

DWG. NO. 26-133 ENT.

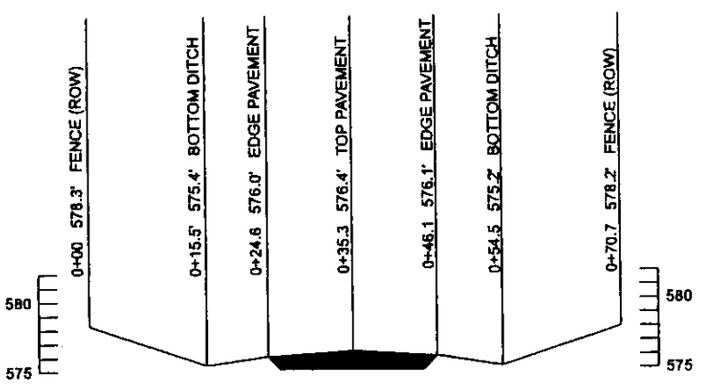
SHEET 2 OF 3



CROSS SECTION "A"
WEST OF ENTRANCE
NO SCALE



CROSS SECTION "B"
AT ENTRANCE
NO SCALE



CROSS SECTION "C"
EAST OF ENTRANCE
NO SCALE

Z/GARCIA/DGN/FIELD PETROLEUM .....ATASCOSA CO/26-133

FIELD PETROLEUM CORP.

PROPOSED ENTRANCE OFF COUNTY ROAD 300,
PROPOSED ACCESS ROAD AND PAD
FOR HARLAN #1H LOCATION
ATASCOSA COUNTY, TEXAS

DRAWN BY : JRG	SCALE: NONE	GANEM & KELLY SURVEYING, INC.	DWG. NO. 26-133 ENT.
CHECKED BY: KLB	DATE: 09/28/2026	308 E. GOODWIN AVE. VICTORIA, TEXAS 77901 (361) 578-9956 FIRM NO. 10080301	SHEET 3 OF 3
APPROVED BY: KLB	JOB NO. 26-133		

AGENDA REQUEST
(GENERAL)

Agenda Item 21.

Meeting Date: 10/26/2026
Item Title:
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning the approval/denial of the Certificate for Leslie Muller on Bluntzer Rd. in Pct. 3.

ATTACHMENTS

information
information

Registration for Division of Land in Atascosa County

I Leslie Mueller, am the owner of the attached filed division of land located at Natascosa Colony Farms, Lot Pt of TR 23, 12.1, Acres 92867 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

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

Adopted 6/27/2022

Date: 10/9/2026

Signature: Leslie Ray Mueller

Printed Name: Leslie Ray Mueller

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Atascosa

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

GIVEN under my hand and seal of office this October 9, 2026.

Chelsey R Bongiovi

Notary Public, in and for
State of Texas

CHELSEY RENEE BONGIOVI
My Notary ID # 125226744
Expires November 3, 2026

4 pgs
D

237038

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.

SURFACE DISTRIBUTION DEED
BY DEPENDENT ADMINISTRATOR

Date: Effective September 15, 2023, 7:01 a.m. (CDT)

Grantor:

MICHAEL A. REPKA, AS DEPENDENT ADMINISTRATOR WITH WILL ANNEXED OF THE ESTATE OF JOHN WILLIAM MUELLER, DECEASED

Grantor's Mailing Address:

P.O. Box 737
Pleasanton, Texas 78064
Atascosa County

Grantee:

LESLIE RAY MUELLER, as his separate property

Grantee's Mailing Address:

P.O. Box 521
Jourdanton, Texas 78026
Atascosa County

Consideration:

For the purpose of making a distribution of the Estate of John William Mueller, Deceased, pursuant to the terms of decedent's Last Will and Testament dated December 2, 2015, modified by the Mediated Settlement Agreement dated November 15, 2016, and admitted to probate in Cause No. 7702, County Court at Law, Atascosa County, Texas, styled *In the Estate of John William Mueller, Deceased.*

Property (including any improvements):

The SURFACE ESTATE ONLY of the following described property:

i. 92.867 acres, more or less, described in two parcels as follows:

Parcel 1:
92.14 acres of land, more or less, out of Tract 2 and Tract 12 of the Natascosa Colony Farms Subdivision, Atascosa County, Texas, being described as a 97.14 acre tract described in that Exchange Deed dated October 18, 1992 from Joyce Briesemeister to Alberta Mueller recorded in Volume 854, Page 73 of the Deed Records of Atascosa County, Texas; SAVE AND EXCEPT four (4.00) acres of land, more or less, being the same land described in Cash Warranty Deed dated December 28, 2007, from Alberta Mueller to Gary R. Craig, recorded under County Clerk's File No. 95564 of the Official Public Records of Atascosa County, Texas; SAVE AND EXCEPT one (1.00) acre of land, more or less, being the same land described in Gift Deed dated December 28, 2007, from Alberta Mueller to Deborah L. Mueller, recorded under County Clerk's File No. 95565 of the Official Public Records of Atascosa County, Texas.

Parcel 2:
1.727 acres of land, more or less, out of Tract 12 of the Natascosa Colony Farms Subdivision, Atascosa County, Texas, being the same land described in Warranty Deed dated March 1, 2007, from Joyce Briesemeister to John W. Mueller, et ux., recorded under County Clerk's File No. 89380 of the Official Public Records of Atascosa County, Texas.

SAVE AND EXCEPT from the above two parcels one (1.00) acre of land, more or less, being that same land described in a Cash Warranty Deed dated July 17, 2003, from Alberta Mueller and husband, John W. Mueller to Leslie Mueller and Janice Mueller, recorded in Volume 241, Page 497, Official Public Records, Atascosa County, Texas, leaving 92.867 acres, more or less.

ii. 165 acres of land, more or less, out of A-640, Atascosa County, Texas, being all of Tract Number Twenty-Eight (28), containing 100 acres of land, and the North sixty five (65) acres of Tract Number Twenty-Nine (29) of Chupick's La Parita Colony Farms Subdivision as shown by plat which is of record in Volume 2, Page 38 of the Map and Plat Records of Atascosa County, Texas.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

i. Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee, by acceptance of this deed, assumes and agrees to pay.

ii. Any interest of said estate in the oil, gas, and other minerals in and under the Property; notwithstanding anything to the contrary herein, this deed is a conveyance of the surface estate of the Property only.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants and conveys to Grantee the Property, as separate property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

The undersigned executes this deed in his capacity as Dependent Administrator with Will Annexed of the Estate of John William, Deceased and not in his individual capacity.

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

MICHAEL A. REPKA, AS DEPENDENT ADMINISTRATOR WITH WILL ANNEXED OF THE ESTATE OF JOHN WILLIAM MUELLER, DECEASED

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF ATASCOSA §

This instrument was acknowledged before me on September 8, 2023, by MICHAEL A. REPKA, AS DEPENDENT ADMINISTRATOR WITH WILL ANNEXED OF THE ESTATE OF JOHN WILLIAM MUELLER, DECEASED.

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

AFTER RECORDING RETURN TO:

Repka Law PLLC
P.O. Box 737
Pleasanton, Texas 78064

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Theresa Carrasco

Theresa Carrasco, County Clerk
Atascosa County Texas
September 15, 2023 02:23:15 PM
FEE: $34.00 YSALINAS **237038**
D

FLOOD ZONE INTERPRETATION: IT IS THE RESPONSIBILITY OF ANY INTERESTED PERSONS TO VERIFY THE ACCURACY OF FEMA FLOOD ZONE DESIGNATION OF THIS PROPERTY WITH FEMA AND STATE AND LOCAL OFFICIALS, AND TO DETERMINE THE EFFECT THAT SUCH DESIGNATION MAY HAVE REGARDING THE INTENDED USE OF THE PROPERTY. The property made the subject of this survey appears to be included in a FEMA Flood Insurance Rate Map (FIRM), identified as Community No. 480136C, Panel No. 0325 C, which is Dated 11/04/2010. By scaling from that FIRM, it appears that all or a portion of the property may be in Flood Zone(s) X/A. Because this is a boundary survey, the survey did not take any actions to determine the Flood Zone status of the surveyed property other than to interpret the information set out on FEMA's FIRM, as described above. THIS SURVEYOR DOES NOT CERTIFY THE ACCURACY OF THIS INTERPRETATION OF THE FLOOD ZONES, which may not agree with the interpretations of FEMA or state or local officials, and which may not agree with the tract's actual conditions. More information concerning FEMA's Special Flood Hazard Areas and Zones may be found at https://msc.fema.gov/portal.

THIS SURVEY IS ACKNOWLEDGED AND IS ACCEPTED:

_____

_____

SCALE: 1"=200'

LINE	BEARING	DISTANCE
L1	N 59°17'21" E (N 59°31' E)	118.11'
L2	S 30°49'12" E	193.14'
L3	S 59°13'42" W	208.71'
L4	S 30°41'59" E	289.20'
L5	N 59°17'21" E	3566.00'

DETAIL A
(NOT TO SCALE)

15.00'
EDGE OF ASPHALT
L1
15.00'
FENCE IN 15.9'

10' COMMUNICATIONS ESM'T. (885/704)

BLUNTZER ROAD

C.M.
L2
L3
558.72'
N 59°17'21" E
FENCE IN 1.1'

DEBORAH L. MUELLER
1.00 ACRE
DOC. NO. 95565

LESLIE RAY MUELLER
REMAINDER OF 92.14 ACRES
DOC. NO. 237038

L4
S 30°41'59" E 1169.82'

BRIAN SCOTT JONES, ET AL
4.00 ACRES
DOC. NO. 206053

N 59°15'37" E
349.74'

SUBJECT TRACT
609,840 SQ. FT.
14.00 ACRES
(VACANT)

S 59°25'38" W 472.24'

497.74'
S 30°46'47" E
482.74'

POINT OF BEGINNING

SEE DETAIL A

1651.26'
N 30°34'22" W 1666.25'
(N 30°29' W)

(N 30°29' W)
N 30°34'22" W 775.86'

FENCE OUT 2.7'
L5
C.M.

VENTICEK, LLC
275.55 ACRES
CONVEYED DOC. NO. 209225
DESCRIBED VOL. 319, PG. 406

LOT 3
NATASCOSA COLONY FARMS
SHEET 7A

NOTES:

THIS PROPERTY IS NOT SUBJECT TO THE ELECTRIC EASEMENT RECORDED IN VOLUME 104, PAGE 209, DEED RECORDS, ATASCOSA COUNTY, TEXAS.

THIS PROPERTY MAY BE SUBJECT TO THE PIPELINE EASEMENT RECORDED IN VOLUME 200, PAGE 400, DEED RECORDS, ATASCOSA COUNTY, TEXAS. (LOCATION NOT DEFINED)

THIS PROPERTY MAY BE SUBJECT TO THE WATERLINE EASEMENT RECORDED IN VOLUME 861, PAGE 660, VOLUME 83, PAGE 53 AND VOLUME 861, PAGE 760, DEED RECORDS, ATASCOSA COUNTY, TEXAS. (LOCATION NOT DEFINED)

THIS PROPERTY MAY BE SUBJECT TO THE 25' WIDE WATERLINE EASEMENT RECORDED IN CLERK'S FILE NO. 238319, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS. (LOCATION NOT DEFINED)

NOTES:

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

NO RESTRICTIVE COVENANTS OF RECORD WERE FOUND.

FIRM REGISTRATION NO. 10111700

Westar Alamo
LAND SURVEYORS, LLC.
P.O. BOX 1845 BOERNE, TEXAS 78006
PHONE (210) 372-9500 FAX (210) 372-9999

LEGEND

- △ = CALCULATED POINT
- ● = FOUND 1/2" IRON ROD
- ○ = SET 1/2" IRON ROD CAPPED WALS
- C.M. = CONTROLLING MONUMENT
- -x- = WIRE FENCE

DWG: AJS RVD: RJP

Property Address:
1860 F.M. 1332

Property Description:
Being 14.00 acres of land, more or less, out of Lot 2, Natascosa Colony Farms, Atascosa County, Texas, as recorded on Sheet 7A, NPC, Plat Records, Atascosa County, Texas, and being out of that certain 92.14 acres described in a Surface Distribution Deed recorded in Document No. 237038, Official Public Records, Atascosa County, Texas; said 14.00 acres being more particularly described by metes and bounds attached hereto.

Owner:
BRIAN S. JONES AND KARA L. JONES

STATE OF TEXAS
REGISTERED
RUDOLF J. PATA, JR.
5388
PROFESSIONAL
LAND SURVEYOR

I, RUDOLF J. PATA, JR., Registered Professional Land Surveyor, State of Texas, certify that the above plat represents an actual survey made on the ground under my supervision, and that my professional opinion is that there are no discrepancies, conflicts, shortages in area or boundary lines, or any encroachment or overlapping of improvements, except as may appear herein, to the best of my knowledge and belief.

RUDOLF J. PATA, JR.
Registered Professional Land Surveyor
Texas Registration No. 5388

G.F. NO. 2026-12184 | JOB NO. 136761 | TITLE COMPANY: RELIABLE TITLE | DATE: 05/07/2026

X

X

X

1

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

1It 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 1 tract of land out of an original 92.14 acres, more or less, described in a Deed, Instrument Number 237038, Official Public Records, Atascosa County, Texas, and being currently owned by Leslie Ray Mueller, 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 _____, 2026.

_____
County Judge, Atascosa County, Texas

_____
Commissioner Precinct No. 1

_____
Commissioner Precinct No. 2

_____
Commissioner Precinct No. 3

_____
Commissioner Precinct No. 4

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

AGENDA REQUEST
(GENERAL)

Agenda Item 22.

Meeting Date:	10/26/2026
Item Title:	Temporary Water Line - EOG County Road 413
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 extension for the Temporary Water Line for EOG Resources on County Road 413 in Pct. 4.

ATTACHMENTS

EOG Extension County Road 413

Pct #4
Extension
10-13-26
$200.00 pd.

ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

COMES NOW **EOG RESOURCES, INC.** (company name) (hereinafter "Company"), a DELAWARE (state), CORPORATION (type- corporation, partnership, etc.) with the right to transact business in the State of Texas, acting by and through its duly authorized representative, and hereby petitions Atascosa County (hereinafter "County") for the right to lay a temporary water line over and along certain County Roads and rights of way as shown on maps and drawings attached hereto and described below:

LOCATION (County Roads and Right of Way shall be listed below):
One (1) four-inch (4") lay flat, temporary, above-ground poly water line will enter ROW of CR 413 from EOG's Moy Water Pit (28.883483 -98.199847) on the east side and travel north for 7,106.55 ft (1.35 miles) to the Atascosa/Wilson CO line transporting fresh water only for the construction and drilling of EOG's Leviathan Unit wells A#1H-F#6H in Wilson County, TX.

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

It is expressly understood that the County does not grant any right, claim, title or easement in or upon the County right of way.

This permit, if granted, will give Company permission to conduct allowed operation within County Roads and rights of ways only, and does not authorize Company to conduct any operations on other property.

It is understood that Company shall be solely responsible for all costs to construct, maintain, operate, repair, replace, and remove this temporary water line and any related facilities and markers from the right of way. Company shall pay all real estate taxes and assessments, if any, on the improvements, to the extent related to Company's improvements (for the limited period of the Permit), prior to delinquency.

Company shall construct and maintain the temporary water line on the right of way as shown on the attached plans and drawing(s) and in accordance with all applicable rules, regulations, policies and laws of the State of Texas. Upon request by the County at any time, the Company shall submit proof of compliance with all governing laws, rules and regulations. Company will, at Company's sole expense, obtain any permits from the appropriate state or local agencies that may be required by law or regulation. Company shall file all reports with all appropriate state or local agencies that may be required by law or regulation.

Submitted plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the proposed line, the relationship to existing facilities and the proposed line, traffic safety and access procedures, and the location of existing utilities that may be affected by the proposed line. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings

attached to this Temporary Water Line Right of Way Request and Permit. New plans shall be submitted to the County for each future proposed modification or expansion to this plan and a new request will be required as a condition of approval, along with a $250 amendment/modification fee. The County shall have 30 days to review and approve plans prior to commencement of work.

Proper drainage shall be maintained throughout the installation of this line. Temporary water lines crossing a roadway may use existing drainage structures.

Company shall notify the County prior to commencement of any operation which requires pruning of trees so that the County may provide specifications to govern performance of work, including trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The temporary water line shall not be laid or maintained by the Company in such a manner as to interfere with the use, construction, maintenance, or repair of roads, or utilities, and in the event that it is determined that the line does interfere, the Company, upon the request of the County, shall promptly change or alter, at the Company's sole expense, the temporary water line, in such a manner that the same will no longer interfere.

It is understood that the County may require Company to relocate, or to permanently or temporarily remove this line, for any reason and subject to the provisions of governing laws, by giving Company at least 15 days written notice.

The Company's installation shall not damage any part of the roadway structure or associated appurtenances. It is understood that Company shall not open-cut driveways or intersecting roadways without specific written permission from the property owner. If damage to private driveways is incurred due to its operations, Company shall pay to repair driveways to prior condition. Furthermore, Company understands, and if approved, assumes all responsibility for any other damage to the public or adjoining property owners caused by the installation, maintenance, and/or removal of this temporary water line and assumes all risks associated with this installation within the County right of way, including, but not limited to, injuries to Company workers, damage to utility lines and injuries or damage resulting from failure to properly install, maintain, and/or remove the line. Company will promptly and fully reimburse the injured party for any damage to real or personal property, or personal injury arising out of the installation, maintenance, and/or removal of the temporary water line.

Company shall provide proof of financial responsibility to cover damages to persons or property covering its operations and rights granted hereunder by complying with either option listed below:

a) Company shall keep in effect, at its sole cost and expense, reasonably satisfactory comprehensive general liability insurance covering the rights granted hereunder with maximum limits of liability of not less than $1,000,000 for bodily injury or death to one person, or to any group of persons as a result of one accident, and $1,000,000 for property damage. Company shall name the County as an additional insured and furnish the County with certificates of current policies, and upon expiration thereof, renewal certificates, evidencing such insurance. Company shall also cover all of its respective employees with workman compensation policies; or

b) Company shall provide to Commissioners Court a letter, which shall be incorporated as part of this agreement, setting forth that Company will self-insure for any damage to persons or property caused by its operation and rights granted hereunder.

Commissioners Court reserves the right to accept or reject Company's selection to be self-insured under option b) above.

In the even that Company applies for renewal of an existing permit, Company shall provide at the time of such application an updated Certificate of Insurance and shall submit the renewal fees as listed below.

COMPANY AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY PERSONAL INJURY, PROPERTY DAMAGE, SUBSERVIENT ESTATE AND/OR MINERAL ESTATE RELATED CLAIMS, OR OTHER TORT CLAIMS, AGAINST COUNTY, ITS OFFICERS, AGENTS, OR EMPLOYEES, THAT RESULT FROM COMPANY'S OPERATIONS UNDER THIS PERMIT, OR THE COUNTY'S ACTIONS IN GRANTING THIS PERMIT, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR IN PART FROM THE NEGLIGENCE (INCLUDING FAILING TO TAKE AN ACTION REQUIRED BY THE TEXAS UTILITY CODE) OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, OR FROM THE INTENTIONAL CONDUCT OF THE COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, IN RELOCATING, OR REMOVING THE LINE, OR ANY ASSOCIATED EQUIPMENT, OR MATERIAL, IF AN EMERGENCY CONDITION EXISTS, OR IF THE COMPANY IS, IN THE OPINION OF THE COUNTY, IN VIOLATION OF THIS PERMIT, OR IF THE COMPANY HAS NOT COMPLIED WITH A NOTICE TO REMOVE OR RELOCATE THE TEMPORARY WATER LINE, OR OTHER OBJECTS PLACED IN THE COUNTY RIGHT OF WAY.

COMPANY FURTHER AGREES TO RELEASE THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES OR ANY EMERGENCY SERVICES ORGANIZATION OR EMERGENCY SERVICES PERSONNEL, OPERATING ON BEHALF OF THE COUNTY, FROM ANY AND ALL CLAIMS FOR DAMAGES DONE TO COMPANY'S PROPERTY, DURING EMERGENCY OPERATIONS OR ROAD MAINTENANCE OPERATIONS.

Company shall make adequate provisions to cause minimum inconveniences to the traveling public and adjacent property owners. It is understood that it is the responsibility of Company to handle traffic in a safe and satisfactory manner during the installation, maintenance, and removal of these lines. Traffic control shall be in compliance with Part VI of the 1980 Texas Manual on Uniform Traffic Control Devices for Street and Highways. A representative of Company will be on the jobsite whenever work is in progress and a copy of this permit must be on the jobsite. If the line runs along the County Road right of way for more than 100 feet, additional copied of the permit shall be posted at each location where the line enters, or leaves, the County Road right of way. Company shall insure that all of its employees, agents, contractors, and sub-contractors, are familiar with all terms of the permit.

When operations are immediately adjacent to a roadway, all equipment should be parked and/or operating on one side of the roadway only.

Payment of a $500 FOR THE FIRST MILE + $500/ADDITIONAL MILE OR PORTION OF A MILE Temporary Right of Way Permit Fee must accompany this Request. A $5,000 penalty fee will be assessed if said water line/ pipeline has been installed prior to this Request being presented to and approved by the County Commissioners Court or if said temporary lines remain in the right of way after the expiration of the permit period.

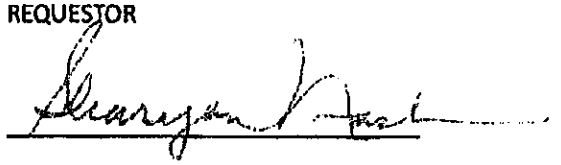
Company acknowledges that this permit is for 90 days only. In the event that construction has not commenced within 90 days from County's approval of this request, this permit shall automatically expire, and Company will be required to resubmit a request, along with a resubmittal fee of $200. If the temporary line is constructed and it is anticipated that same shall still be in use at the expiration of the 90 day permit period, a renewal request for a temporary right of way shall be submitted at least 10 days prior to the expiration of the previously approved right of way along with a renewal fee of $200. All request submissions, whether due to expiration or new requests for modifications and relocations, shall be in accordance with the governing laws, rules, regulations, and policies existing at the time of submission.

Company understands that the County may revoke this permit at any time for failure to pay permit fees, failure to comply with any section of this permit application, or any other violation that may arise regarding the temporary water line.

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about _____(mm/dd/yyyy) and complete such operations by _____(mm/dd/yyyy). The appropriate County Precinct Commissioner, being the Commissioner in whose Precinct the proposed installation is located, shall be notified 48 hours prior to commencing construction.

By signing below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this request, and that commencement of construction will further attest to my review and acceptance of said provisions and requirements.

REQUESTOR



By: Sharyon Nash

Title: Indep. Petroleum Landman/ROW Agent

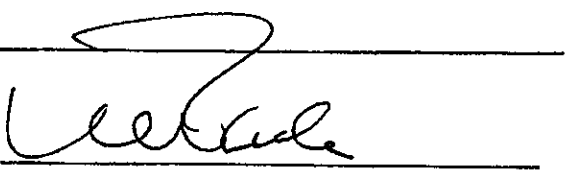
Address: 14708 Hwy 80, Karnes City, TX 78118

Date: July 28, 2026

I have reviewed the foregoing Request, and I:

✓ Approve. Company may conduct the operations described in the permit request, subject to the rules and conditions contained in such request.

___ Do not approve, for the following reason(s)_____



Weldon P. Cude, County Judge

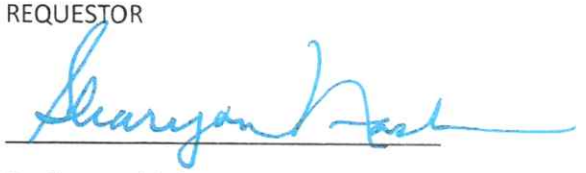
Atascosa County, Texas

Company understands that the County may revoke this permit at any time for failure to pay permit fees, failure to comply with any section of this permit application, or any other violation that may arise regarding the temporary water line.

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about _____ (mm/dd/yyyy) and complete such operations by _____(mm/dd/yyyy). The appropriate County Precinct Commissioner, being the Commissioner in whose Precinct the proposed installation is located, shall be notified 48 hours prior to commencing construction.

By signing below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this request, and that commencement of construction will further attest to my review and acceptance of said provisions and requirements.

REQUESTOR



By: Sharyon Nash

Title: Indep. Petroleum Landman/ROW Agent

Address: 14708 Hwy 80, Karnes City, TX 78118

Date: July 28, 2026

I have reviewed the foregoing Request, and I:

____ Approve. Company may conduct the operations described in the permit request, subject to the rules and conditions contained in such request.

____ Do not approve, for the following reason(s)_____

_____

Weldon P. Cude, County Judge

Atascosa County, Texas

CONTACT PERSON FOR COMPANY

Questions regarding the Temporary Water Line Right of Way should be addressed to:

Print name: Sharyon Nash

Office Telephone: N/A

Cell Phone: 817.694.6572

Email Address: sharyon.nash@gmail.com

Address: 14708 Hwy 80

City, State, Zip: Karnes City, TX 78116

INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

BASIC INFORMATION: 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 request needs to be signed and then submitted to Atascosa County Commissioners Court for approval.

The executed request 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 a Commissioners Court Meeting. Contact the County Judge's 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 PERMIT. Additional fees may be required. See REQUEST for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Treasurer. 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 Request.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A WATER LINE WITHOUT OBTAINING A PERMIT.

THERE IS A 90 DAY TERM OF CONTRACT ON THE REQUEST 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 THE TREASURER'S OFFICE WILL RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON THE PERMIT. THE INFORMATION YOU PROVIDE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

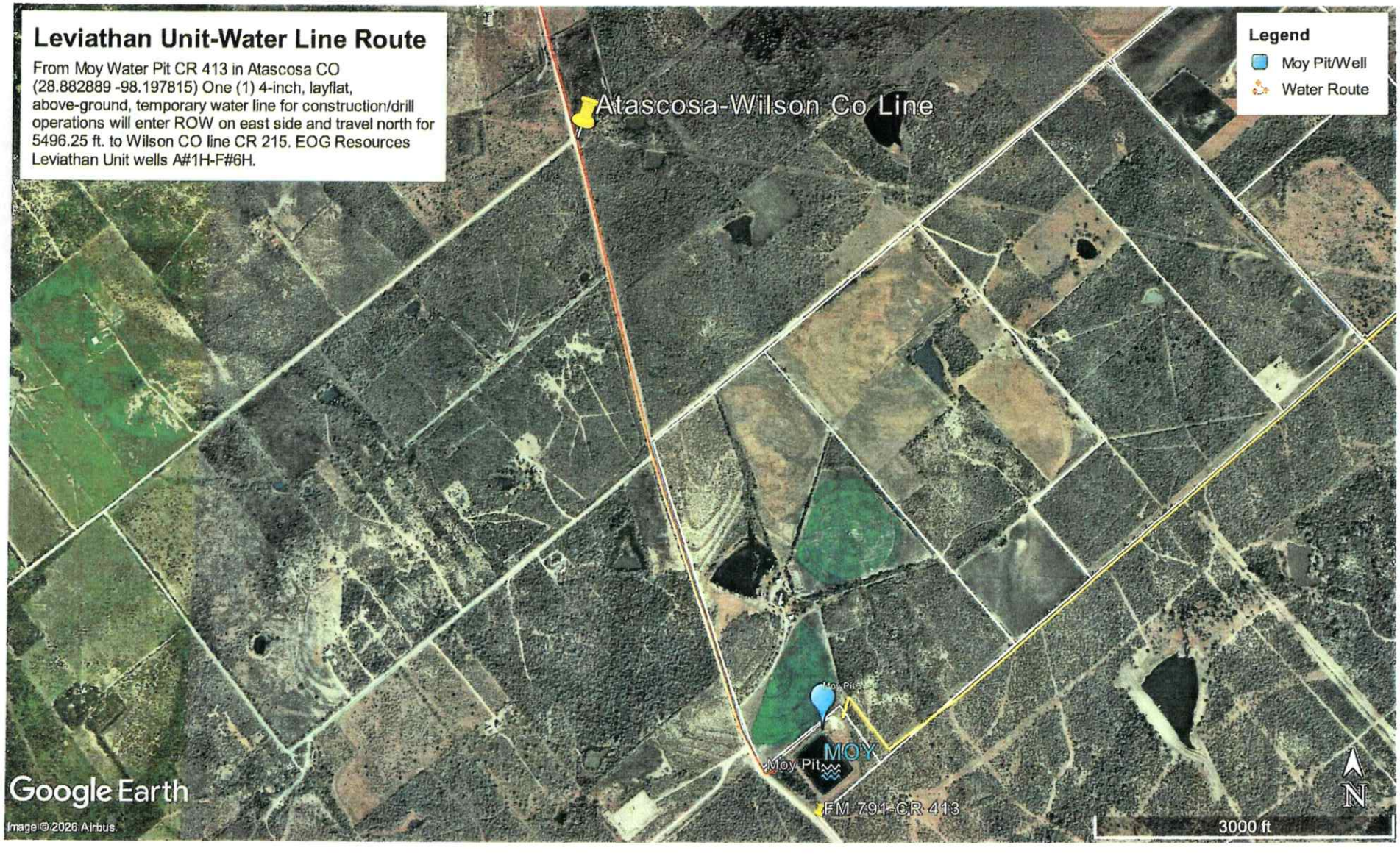
FEE SCHEDULE:

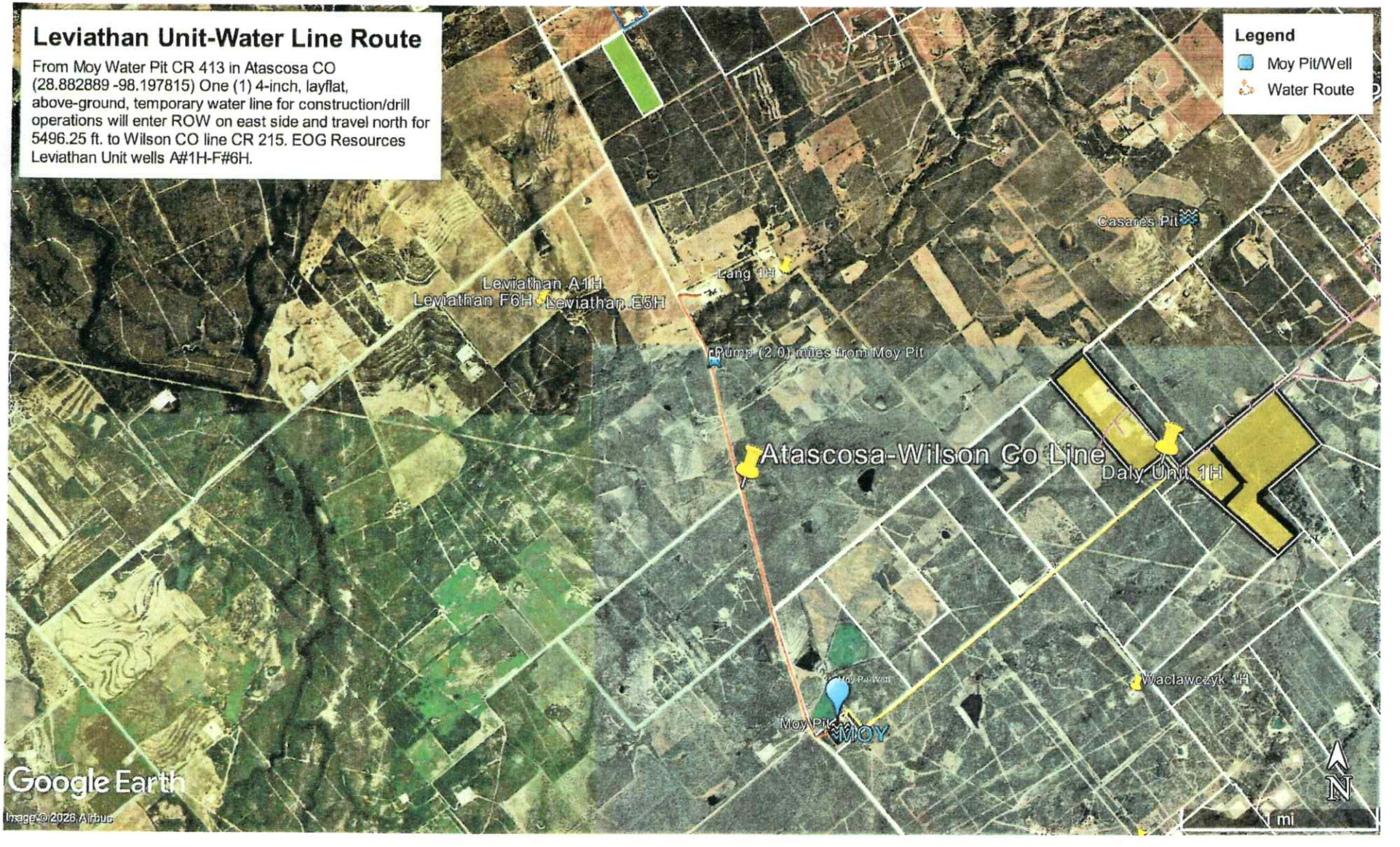
APPLICATION FEE: $500.00 FOR THE FIRST MILE + $500/ADDITIONAL MILE OR PORTION OF A MILE

AMENDMENT OF PERMIT: $250.00

EACH EXTENSION OF PERMIT: $ 200.00

PENALTY FEE FOR INSTALLATION OF WATER LINE WITHOUT A PERMIT: $5000.00


Leviathan Unit-Water Line Route
From Moy Water Pit CR 413 in Atascosa CO (28.882889 -98.197815) One (1) 4-inch, layflat, above-ground, temporary water line for construction/drill operations will enter ROW on east side and travel north for 5496.25 ft. to Wilson CO line CR 215. EOG Resources Leviathan Unit wells A#1H-F#6H.
Atascosa-Wilson Co Line
Legend
Moy Pit/Well
Water Route
MOY
Moy Pit
FM 791-CR 413
Google Earth
Image © 2026 Airbus
N
3000 ft


Leviathan Unit-Water Line Route
From Moy Water Pit CR 413 in Atascosa CO (28.882889 -98.197815) One (1) 4-inch, layflat, above-ground, temporary water line for construction/drill operations will enter ROW on east side and travel north for 5496.25 ft. to Wilson CO line CR 215. EOG Resources Leviathan Unit wells A#1H-F#6H.
Legend
Moy Pit/Well
Water Route
Casanes Pit
Lang 1H
Leviathan A1H
Leviathan F6H
Leviathan E5H
Pump (2.0) miles from Moy Pit
Atascosa-Wilson Co Line
Daly Unit 1H
Moy Pit/Well
Moy Pit
MOY
Waclawczyk 1H
Google Earth
Image © 2026 Airbus
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ENERGY PE4710

PIPELINE® PLASTICS

APPLICATIONS

Pipeline Plastics ENERGY Pipe is a PE 4710 high performance bimodal high density polyethylene (HDPE) pipe designed for **Oil & Gas Gathering, Multi-Phase Fluids, Raw Water, Brine Water, Coal Bed Methane, Landfill Methane and Leachate.** It has superior toughness and resistance to the harsh environments found in these demanding applications.

CONFORMANCE

- ASTM F2619 Standard Specification for High-Density Polyethylene (PE) Line Pipe
- API 15LE Specification for Polyethylene Line Pipe (PE)
- Cell Classification PE445574C per ASTM D3350
- Plastics Pipe Institute (PPI) TR-4 Listing as PE4710 (also meets PE3408 per D3350-02a)
- Hydrostatic Design Basis 1,600 psi @ 73°F (23°C) and 1,000 psi @ 140°F per ASTM D2837
- Color & UV Stabilizer: (C) Black with 2% min Carbon Black per ASTM D3350
- Heat fusion procedure according to ASTM F2620, and PPI TR-33 and TR-41
- Installation is recommended to follow PPI Handbook of Polyethylene Pipe, 2nd Ed.
- Leak testing should be performed according to ASTM F2164, *"Standard Practice for Field Leak Testing of Polyethylene (PE) and Crosslinked Polyethylene (PEX) Pressure Piping Systems Using Hydrostatic Pressure."* Appropriate safety considerations should always be followed.

Corporate Headquarters
1301 Solana Blvd., Bldg. 1 Suite 1440, Westlake, TX 76262
O: 817-693-4100 **F:** 817-693-4101

PIPELINE PLASTICS

ENERGY PE4710 TECHNICAL DATA

Physical Properties	Nominal Value*	Test Method	Physical Properties	Nominal Value*	Test Method
Density	0.960 g/cm3	ASTM D1505	Elongation @ Break	>500 %	ASTM D638
Melt Index (MI) 190°C/2.16kg	0.07 g/10 min	ASTM D1238	Flexural Modulus (2% secant)	150,000 psi	ASTM D790
High Load Melt Index (190°C/21.6kg)	7 - 16 g/10 min	ASTM D1238	Brittleness Temperature	< -103 °F	ASTM D746
SCG Resistance (PENT)	500 hours	ASTM F1473	Hardness	62 Shore D	ASTM D2240
Tensile Stress @ Yield	3,500 psi	ASTM D638	Vicat Softening Temperature	256 °F	ASTM D1525
Tensile Stress @ Break	5,000 psi	ASTM D638	Thermal Expansion Coefficient	1.0 x 10-4 in/in/°F	ASTM D696

Nominal Pipe Sizes		DR 7			DR 9			DR 11			DR 13.5			DR 17		
IPS Size	*Nominal OD (in)*	*Min Wall*	*ID (avg)*	*Wt / Ft*	*Min Wall*	*ID (avg)*	*Wt / Ft*	*Min Wall*	*ID (avg)*	*Wt / Ft*	*Min Wall*	*ID (avg)*	*Wt / Ft*	*Min Wall*	*ID (avg)*	*Wt / Ft*
1 ¼"	1.660	0.237	1.157	0.462	0.184	1.269	0.375	0.151	1.340	0.314	0.123	1.399	0.260			
1 ½"	1.900	0.271	1.325	0.607	0.211	1.452	0.491	0.173	1.534	0.411	0.141	1.602	0.341			
2"	2.375	0.339	1.656	0.948	0.264	1.816	0.767	0.216	1.917	0.643	0.176	2.002	0.532	0.140	2.079	0.431
3"	3.500	0.500	2.440	2.058	0.389	2.676	1.663	0.318	2.825	1.394	0.259	2.950	1.160	0.206	3.064	0.935
4"	4.500	0.643	3.137	3.400	0.500	3.440	2.751	0.409	3.633	2.307	0.333	3.793	1.914	0.265	3.939	1.550
6"	6.625	0.946	4.619	7.373	0.736	5.064	5.961	0.602	5.348	4.994	0.491	5.585	4.151	0.390	5.799	3.354
8"	8.625	1.232	6.013	12.50	0.958	6.593	10.11	0.784	6.963	8.468	0.639	7.271	7.035	0.507	7.549	5.689
10"	10.75	1.536	7.494	19.42	1.194	8.218	15.70	0.977	8.678	13.16	0.796	9.062	10.93	0.632	9.409	8.830
12"	12.75	1.821	8.889	27.32	1.417	9.747	22.09	1.159	10.29	18.51	0.944	10.75	15.38	0.750	11.16	12.43
14"	14.00	2.000	9.760	32.93	1.556	10.70	26.63	1.273	11.30	22.31	1.037	11.80	18.54	0.824	12.25	14.98
16"	16.00	2.286	11.15	43.01	1.778	12.23	34.77	1.455	12.92	29.15	1.185	13.49	24.21	0.941	14.00	19.58
18"	18.00	2.571	12.55	54.44	2.000	13.76	44.02	1.636	14.53	36.90	1.333	15.17	30.64	1.059	15.76	24.76
20"	20.00	2.857	13.94	67.21	2.222	15.29	54.35	1.818	16.15	45.54	1.481	16.86	37.83	1.176	17.51	30.58
22"	22.00	3.143	15.34	81.31	2.444	16.82	65.75	2.000	17.76	55.11	1.630	18.54	45.78	1.294	19.26	37.00
24"	24.00	3.429	16.73	96.77	2.667	18.35	78.26	2.182	19.38	65.59	1.778	20.23	54.48	1.412	21.01	44.02

* Nominal values are typical results and are not guaranteed or intended to be used as a product specification or engineering values.

** Pressure ratings are dependent upon temperature, environmental, and/or chemical considerations which may require the use of additional service factors. The listed pressure ratings are based on PE 4710 materials with 1,000 psi HDS in water environment at 73°F. See PPI TR-9, "Recommended Design Factors for Thermoplastic Pipe", and PPI Handbook of PE Pipe, Chapter 6 – Design of PE Piping Systems for additional guidance. Maximum design temperature is 140°F. Federal design requirements will take precedence for regulated piping systems.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: EOG McGriff Certificate Team
McGriff, a Marsh & McLennan Agency LLC Company 10100 Katy Freeway, #400 Houston, TX 77043	PHONE (A/C, No, Ext): 000-000-0000 FAX (A/C, No): E-MAIL ADDRESS: #McGEOGCERTIFICATES@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Certain Underwriters at Lloyd's, London	
INSURER B : Liberty Mutual Fire Insurance Company	23035
INSURER C : Liberty Insurance Corporation	42404
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
EOG Resources, Inc
1111 Bagby, Sky Lobby 2
Houston, TX 77002

COVERAGES **CERTIFICATE NUMBER:** TME3XARF **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			B128410940BE26	06/01/2026	06/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 2,000,000 $ 100,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AS2-641-004526-016	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA7-64D-004526-056 WC7-641-004526-076 (WI Only)	06/01/2026	06/01/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Generic for all county roads in Atascosa County for Areas 3&4.

CERTIFICATE HOLDER

Atascosa County
1 Courthouse Circle Dr
Ste 101
Jourdanton, TX 78026

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE R Michael Breedlove, Jr

ACORD 25 (2025/12)

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AGENDA REQUEST
(GENERAL)

Agenda Item 23.

Meeting Date: 10/26/2026
Item Title:
Submitted For: Kayla Fournier, HR

Discuss and/or take appropriate action concerning:

Kayla fournier: H.R: Discuss and/or take appropriate action to approve or deny the AAAPDO proposed employee vacation leave accrual policy.

AGENDA REQUEST
(GENERAL)

Agenda Item 24.

Meeting Date: 10/26/2026
Item Title:
Submitted For: Kayla Fournier, HR

Discuss and/or take appropriate action concerning:

Kayla Fournier: H.R: Discuss and/or take appropriate action to approve or deny the 2A-10 Remote Work Policy.

AGENDA REQUEST
(GENERAL)

Agenda Item 25.

Meeting Date: 10/26/2026
Item Title:
Submitted For: Kayla Fournier, HR

Discuss and/or take appropriate action concerning:

Kayla Fournier: H.R: Discuss and/or take appropriate action for approval or denial of the Chain of Command 1A-8 policy.

AGENDA REQUEST
(GENERAL)

Agenda Item 26.

Meeting Date: 10/26/2026
Item Title:
Submitted For: Kayla Fournier, HR

Discuss and/or take appropriate action concerning:

Kayla Fournier: H.R: Discuss and/or take appropriate action for approval or denial of the 2B-14 Retirement policy.

AGENDA REQUEST
(GENERAL)

Agenda Item 27.

Meeting Date: 10/26/2026
Item Title:
Submitted For: Justin Vasquez, I.T. Manager

Discuss and/or take appropriate action concerning:

Justin Vasquez: I.T: Discuss and/or take appropriate action to approve the JustFOIA agreement for software and services to manage and store all County Public Information Act Requests.

ATTACHMENTS

information
information
information
information

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 24414

INITIAL JUSTFOIA ORDER

Pursuant to Master Services Agreement No. 24414 ("**Agreement**"):

This Order, designated as Addendum No. 1, is entered into as of _____, ("**Order Effective Date**"), by and between JustFOIA, Inc. ("Company" or "JustFOIA") and Client. This Order is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client. Company is an affiliate of MCCi and will provide the Solution as set forth hereunder. Company will invoice Client directly for the same. If there is any conflict between a provision of the Agreement and this Order, the Order will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

JustFOIA, Inc	**ATASCOSA COUNTY ("Client")**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PRICING

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill to/ Ship to: Justin Vasquez
justin.vasquez@atascosacounty.texas.gov
cc AP Contact: auditor@co.atascosa.tx.us

Client Name: Atascosa County
Client Address: #1 Courthouse Circle, Jourdanton, TX 78026
Quote Number: 44379
Quote Type: New JustFOIA System
Site Name: Atascosa County, TX
URL: atascosacotx.justfoia.com
Forms: Public Information Records Requests, Law Enforcement Records Requests

Quote Date: 10/15/2026
Subscription Period Start Date: Date of Contract Execution
Subscription Period End Date: 12 Months from Date of Contract Execution

Product Description:	*Qty.*	*Unit Cost*	*DIR-CPO-5262*	*Total*
JustFOIA ANNUAL RECURRING SERVICES				
☑ **JustFOIA Select Premium - Municipality (Up to 3,000 Requests)** *SKU: SUBS-JF-SEL-MUN-RV3K-PRE*	1	$16,000.00	$15,797.60	$15,797.60

SUBTOTAL - RECURRING ANNUAL SERVICES	***$15,797.60***
YEAR 1 ORDER COST	***$15,797.60***

All Quotes Expire 30 Days from Quote Date

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the "**Solution**").

An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts). The Recurring Services portion of this Order and/or applicable Addendum will renew upon payment of annual renewal invoice or will terminate as set forth below ("Termination" section).

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERMINATION

Either party may terminate this Order upon any of the following:

(a) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or

(b) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "**Bankruptcy Event"),** unless such party cures such Bankruptcy Event within the fifteen (15) day period; or

(c) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or

(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

[remainder of page intentionally left blank]

BILLING

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	▪ **Initial Sale:** Upon receipt of Order. ▪ **Annual Renewal:** 75 days in advance of expiration date.

MCCi shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Notwithstanding any payment terms to the contrary, while Company will send a renewal invoice approximately 75 days prior to the expiration of the then current Recurring Services, the payment is not considered delinquent unless it occurs after the expiration date of the Recurring Services. Once payment has been received, no refunds for Recurring Services are available.

WHAT'S INCLUDED

Product	What's Included
JUSTFOIA SELECT PREMIUM	▪ 3 TB Storage ▪ Any and All Document Management ▪ PII Detection ▪ Single Sign on ▪ Learning Management System (LMS) for JustFOIA ▪ Ideas Portal ▪ Payment Portal ▪ Security Center ▪ Dynamic Forms ▪ Premium Onboarding including two 1hour optional trainings and exemption code configuration
TECHNICAL SUPPORT	JustFOIA provides Technical Support—including break/fix assistance and version updates—Monday through Friday, 8:00 AM to 5:00 PM (local time within the continental U.S.) via the online support center, email (support@JustFOIA.com), and phone (866-942-0464).
JUSTFOIA MANAGED SUPPORT SERVICES (JMSS)	10 Hours that expire each year on Client's renewal date to use for assistance with consultation, training, and configuration post-implementation, including: ▪ Access to support technicians with enhanced knowledge ▪ Conduct remote training(s) for new/existing users ▪ Perform Annual System Review ▪ Assistance with system configurations and modifications to Users, Forms, Workflows, Email Templates, Reports, Dashboards, and Redaction settings

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Any deviations from the contract will be documented in a Change Order that Client must execute.
- All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.
- For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that Client may elect not to enable some contracted Deliverables before Go Live. Support Services hours will be required to enable those contracted Deliverables after Go Live.
- All services, unless otherwise noted, will be performed remotely.

PREMIUM IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
    - Completion of the Initial User Configuration Spreadsheet
    - Completion of One Workflow Questionnaire per request form process incuded in Order outlining current records request process(es) and requirements.
    - Provide a list of desired dynamic form field(s), inclusive of deflection keywords and/or external links
    - Provide written feedback for desired form modifications
    - Provide requirements for any and all Workflow Automations (DirectRoute Workflows, Pay First Workflows, Multi-Request Form Distribution, Status-Based Auto Processing Workflows
    - Create General User and Viewer accounts and respective departments
    - Create user-created email templates

    - Provide a list of desired redaction exemption codes and descriptions, if applicable
- Conduct internal staff training (General Staff Users and Viewers)
- Perform user acceptance testing
- Complete MCCi Learning Management System training and certification courses

JustFOIA TASKS & DELIVERABLES

- Deploy site in in the Microsoft Azure Government Cloud
- Set up Client with MCCi Learning Management SystemTraining Center accounts
- Conduct the following Implementation Kick Off Sessions:
    - Pre-Implementation Session (Up to 75 minutes) to collect necessary configuration data and outline expectations
    - Implementation Launch Session (Up to 75 minutes) to identify implementation milestones and introduce Client to public-facing JustFOIA site and request form(s)
    - Up to two 1-hour discovery sessions (2 total hours) to understand, guide, and recommend process improvement at Project Coordinator discretion
- Complete the following configuration tasks:
    - Personalize the Public Portal with Client branding
    - Create initial Administrator and Power User security credentials
    - Create initial Departments per the User Configuration Spreadsheet provided by Client
    - Configure number of standard request forms defined in the Order
    - Configure Request Statuses and Workflow Task Lists for each request form defined in the Order
    - Complete initial configuration of System Email Templates
- Conduct the following Remote Training Sessions (up to 90 minutes each) for Administrators and Power Users; recordings made available in the MCCi Learning Management System
    - (1) System Training #1
    - (1) System Training #2
    - (1) Redaction and Document Management Training
    - (1) Workflow Training
- Conduct up to two 1-hour training sessions (2 total hours) for Administrators and Power Users covering Client's desired topic(s); recordings made available in MCCi Learning Management System
- Configure number of Workflow Automations (DirectRoute Workflow, Pay First Workflow, Multi-Request Form Distribution, Status-Based Auto Processing Workflows) defined in the Order, if required by client
- Configure client-provided Redaction Exemption Codes, if required by Client
- Provide quality assurance testing
- Conduct 30-minute remote introduction to Client Success and Support Teams

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

PAYMENT PORTAL CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review Payment Portal Guide
- Establish and maintain an active account with a supported payment processor.
- Complete all payment processor onboarding, merchant account setup, underwriting, approvals, and account provisioning activities.
- Provide all required payment processor credentials and configuration information necessary to complete the integration as outlined in the Payment Portal Guide.
- Participate in testing and validate successful payment processing.

JUSTFOIA TASKS & DELIVERABLES

- Configure and implement the Payment Portal within the JustFOIA application using client-provided payment processor credentials.
- Support testing and validation activities.
- Assist with troubleshooting issues related to the JustFOIA Payment Portal configuration.

EXCLUSIONS

- Custom payment processor development, custom API integrations, custom transaction workflows, and processor-specific enhancements beyond the standard supported Payment Portal configuration are not included.
- Troubleshooting issues originating within the payment processor's platform, infrastructure, merchant account, banking relationships, transaction processing services, or other third-party systems is not included.

ASSUMPTIONS

- The Client and its payment processor are responsible for processor selection, licensing, merchant account setup, underwriting approval, account provisioning, and ongoing account management.
- The Client will provide qualified staff with administrative access to configure and manage the payment processor account.
- Payment processor approval timelines, underwriting reviews, credential provisioning, account activation, and vendor responsiveness are outside JustFOIA's control and may impact the project timeline.

SINGLE SIGN-ON (SSO) CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review Single Sign-on Guide
- Follow the Single Sign-On Guide and applicable best practice documentation for the selected Identity Provider (IdP).
- Select and maintain a supported authentication protocol (SAML 2.0 or OpenID Connect).
- Designate an internal technical resource with administrative access to the Identity Provider who can participate throughout implementation.
- Attend scheduled integration and configuration sessions and work with JustFOIA to identify and provide all required configuration information necessary to establish the SSO connection.
- Configure the Client's Identity Provider as required to support the JustFOIA integration.
- Participate in User Acceptance Testing (UAT) and validate successful authentication.

JUSTFOIA TASKS & DELIVERABLES

- Configure the JustFOIA application to support the selected SSO connection.
- Create and establish the Enterprise Connection within the JustFOIA environment using client-provided information.
- Support testing and validation activities.
- Assist with troubleshooting issues related to the JustFOIA SSO configuration.

EXCLUSIONS

- Custom authentication development, custom identity workflows, custom attribute transformations, and unsupported authentication protocols are not included.
- Troubleshooting issues originating within the Client's Identity Provider, directory services, network infrastructure, security policies, certificate management processes, or third-party authentication systems is not included.
- IdP-initiated Single Sign-On is not supported.

ASSUMPTIONS

- The Client is responsible for the configuration, administration, maintenance, licensing, and support of its Identity Provider.
- The Client will provide qualified technical resources with administrative access to configure and manage the Identity Provider.
- The Client will provide all metadata, certificates, claims, attributes, endpoint URLs, and other configuration details required to establish the connection.
- User provisioning, deprovisioning, role mapping, group management, directory synchronization, and ongoing identity management remain the Client's responsibility.

JUSTFOIA TERMS OF SOFTWARE SERVICE

THESE **TERMS OF SOFTWARE SERVICE (THESE "TERMS")** APPLY TO ALL ORDERS PLACED FOR THE JUSTFOIA SOFTWARE PROVIDED AS A SERVICE (THE "SOLUTION"). THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties

JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Client Warranties

Client warrants that JustFOIA's use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

LIMITED LIABILITY

JUSTFOIA'S, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS, TOTAL AGGREGATE LIABILITY, FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATING TO THESE TERMS, OR USE OF THE SOLUTION (INCLUDING, WITHOUT LIMITATION, LICENSED SOFTWARE, SAAS OFFERINGS HOSTED ON MICROSOFT AZURE, AND ANY RELATED PROFESSIONAL SERVICES), SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES ACTUALLY RECEIVED BY JUSTFOIA UNDER THE APPLICABLE ORDER GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

LIMITED LIABILITY SHALL NOT APPLY TO: (A) BREACH OF INTELLECTUAL PROPERTY RIGHTS; (B) A BREACH OF ANY APPLICABLE ACCEPTABLE USE POLICY; (C) FRAUD OR WILLFUL MISCONDUCT; OR (D) LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITED LIABILITY SET OUT IN THIS SECTION SHALL TAKE PRECEDENCE OVER LANGUAGE INCLUDED IN ANY OTHER AGREEMENT.

CLIENT SOLUTION CUSTOMIZATIONS

JustFOIA is not responsible for any damage caused by the user's customization of the system not performed by JustFOIA. JustFOIA will not be held responsible for correcting any problems that may occur from these customizations.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

CLIENT RESPONSIBILITIES

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only store non-confidential data to the Solution. It is understood and agreed that the uploading of confidential data to the Solution shall be allowed for redaction purposes (redaction process not to extend beyond 30 calendar days) and that the Solution is not to be used for long-term storage of unredacted confidential data following closure of the request.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Terms do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Terms, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in the Information & Privacy section above.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except for the license grant herein, all rights to the Solution and all services surrounding the same are—and remain—with JustFOIA. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

ACCOUNT SECURITY

Client is responsible for any activity using its account and for safeguarding the passwords used to access the Solution, including not disclosing passwords to any third-party. Client will immediately notify JustFOIA of any unauthorized use of Client's account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Client's information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client's information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that JustFOIA delete Client's information. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server's files that Client has in common with other users, provided that JustFOIA's confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services

JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Client information

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees to hold JustFOIA harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize.net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

MASTER SERVICES AGREEMENT NO. 24414

This Master Services Agreement No. 24414 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of the applicable Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the appliable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

Payments for recurring software maintenance support, subscriptions and/or other service packages (**"Recurring Services" or "Annual Services"**) are non-refundable.

4. Term and Termination

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will continue for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Notwithstanding the foregoing, if at any point an Order, Recurring Services, or similar underlying work document be active, then the terms of this Agreement shall govern the Order or similar underlying work document until termination or expiration of the same. Termination of this Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; provided, however, that termination or cancellation of any third-party Recurring Services procured under an Order shall be governed by the cancellation/notification terms set forth in the applicable EULA or then current third-party policies, which may require a different notice period; or

(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or

(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event"),** unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or

(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

Notwithstanding anything to the contrary, despite expiration, non-renewal, or termination of this Agreement, unless the Parties have executed a master agreement that supersedes this Agreement, if at any time there is any active Order, or Company is providing any services to Client, the terms of this Agreement will continue to apply to the applicable Order or services.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

9. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

10. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over

to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information.

11. Warranty

(a) General Representation and Warranty.
Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.
EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) General Warranty.
Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

(a) Indemnification.
To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.
Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

(c) Limitation of Liability.
Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

TO THE EXTENT ALLOWABLE BY STATE LAW APPLICABLE TO CLIENT:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. UNLESS PROVIDED OTHERWISE IN AN ORDER, THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN THE WARRANTY AND INDEMNIFICATION AND LIMITATION OF LIABILITY SECTIONS HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company	If to Client:
MCCi, LLC	Atascosa County
3717 Apalachee Parkway	#1 Courthouse Circle
Suite 201	Jourdanton, TX 78026
Tallahassee, FL 32311	Attn: Molly Solis
Attn: Legal Department	Email: molly.solis@acao-tx.org
Email: legal@mccinnovations.com	

15. Miscellaneous

(a) EULA (End User License Agreement) Provisions.
Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**). This applies, without limitation, to MCCi affiliate licensed software regardless of the means of provision. Except for a Company Affiliate providing the foregoing, Company shall not be responsible for such products except related services provided directly by Company. Client shall be responsible for timely notification to Company for cancellation of any third-party products or services in accordance with the third-party's applicable EULA, product-specific terms outlined in the relevant Order, addendum, or then current policy. Client shall remain liable for any fees, penalties, or obligations

(b) Use of Open-Source Code.
Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.
Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.
To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.
To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.
To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.
Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify
Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.
If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(k) Audit Rights.
With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(l) Assignment.
Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.
This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.
If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.
Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(p) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(q) Publicity.
Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in this Agreement.

(r) Entire Agreement.
This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(s) Counterparts.
This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(t) Governing Law.
This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(u) Survival.
Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Data Privacy), 9 (Confidential Information), 10 (Intellectual Property), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(v) Bench Trial.
The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(w) No Class Actions.
NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(x) Limitation Period.
Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC	**ATASCOSA COUNTY ("Client")**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	#1 COURTHOUSE CIRCLE JOURDANTON, TX 78026

MASTER SERVICES AGREEMENT NO. 24414

This Master Services Agreement No. 24414 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of the applicable Order shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the appliable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

Payments for recurring software maintenance support, subscriptions and/or other service packages (**"Recurring Services" or "Annual Services"**) are non-refundable.

4. Term and Termination

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will continue for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Notwithstanding the foregoing, if at any point an Order, Recurring Services, or similar underlying work document be active, then the terms of this Agreement shall govern the Order or similar underlying work document until termination or expiration of the same. Termination of this Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; provided, however, that termination or cancellation of any third-party Recurring Services procured under an Order shall be governed by the cancellation/notification terms set forth in the applicable EULA or then current third-party policies, which may require a different notice period; or

(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or

(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event"),** unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or

(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

Notwithstanding anything to the contrary, despite expiration, non-renewal, or termination of this Agreement, unless the Parties have executed a master agreement that supersedes this Agreement, if at any time there is any active Order, or Company is providing any services to Client, the terms of this Agreement will continue to apply to the applicable Order or services.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

9. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

10. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information.

11. Warranty

(a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

(a) Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

(c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

TO THE EXTENT ALLOWABLE BY STATE LAW APPLICABLE TO CLIENT:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.

EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. UNLESS PROVIDED OTHERWISE IN AN ORDER, THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN THE WARRANTY AND INDEMNIFICATION AND LIMITATION OF LIABILITY SECTIONS HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company	If to Client:
MCCi, LLC	Atascosa County
3717 Apalachee Parkway	#1 Courthouse Circle
Suite 201	Jourdanton, TX 78026
Tallahassee, FL 32311	Attn: Molly Solis
Attn: Legal Department	Email: molly.solis@acao-tx.org
Email: legal@mccinnovations.com	

15. Miscellaneous

(a) EULA (End User License Agreement) Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**). This applies, without limitation, to MCCi affiliate licensed software regardless of the means of provision. Except for a Company Affiliate providing the foregoing, Company shall not be responsible for such products except related services provided directly by Company. Client shall be responsible for timely notification to Company for cancellation of any third-party products or services in accordance with the third-party's applicable EULA, product-specific terms outlined in the relevant Order, addendum, or then current policy. Client shall remain liable for any fees, penalties, or obligations

(b) Use of Open-Source Code.

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.
Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.
To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.
To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.
To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.
Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify
Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.
If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(k) Audit Rights.
With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(l) Assignment.
Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.
This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.
If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.
Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(p) Interpretation.
The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(q) Publicity.
Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in this Agreement.

(r) Entire Agreement.
This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(s) Counterparts.
This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(t) Governing Law.
This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(u) Survival.
Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Data Privacy), 9 (Confidential Information), 10 (Intellectual Property), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(v) Bench Trial.
The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(w) No Class Actions.
NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(x) Limitation Period.
Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC	**ATASCOSA COUNTY ("Client")**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	#1 COURTHOUSE CIRCLE JOURDANTON, TX 78026

READY TO PARTNER?

If you're ready to take the next step with JustFOIA, what happens next?

Checklist	Step/Activity	Responsible Party
☐	Client notifies JustFOIA Solution Consultant (SC) of Vendor Selection	Client
☐	Client reviews the What's Included and Pricing pages to confirm all necessary components are included and requests any necessary updates.	Client
☐	JustFOIA SC requests information below to provide official Contract/Order with Assumptions, Terms & Conditions: ▪ Legal Name ▪ Bill to Contact(s)/Email(s) ▪ Ship to Contact(s)/Email(s) ▪ Accounts Payable Email (if applicable) ▪ Desired Request Forms ▪ Desired URL (Example: bryantx.justfoia.com)	JustFOIA SC

☐	Ensure your IT Department has reviewed and agreed to the prerequisites for:
	▪ Single Sign-on
	  ▪ Determine enterprise connection (i.e., Azure Active Directory, ADFS, SAML)
	▪ Laserfiche Integration
	  ▪ Must be on version 10.4 or higher
	  ▪ What type of Laserfiche environment do you have (i.e., On-prem, Laserfiche Cloud, MCCi Managed Cloud, etc.)?
		Client IT

☐	Ensure your Finance Department has reviewed and agreed to the supported payment gateways for the Payment Portal (Authorize.NET, PayPal, NIC, or NCR/JetPay) ▪ Determine desired payment gateway ▪ Determine/setup merchant account compatible with payment gateway	Client Finance
☐	Client/JustFOIA Legal Review	Client & JustFOIA SC
☐	Client executes Contract and becomes part of the JustFOIA family!	Client

AGENDA REQUEST
(GENERAL)

Agenda Item 28.

Meeting Date: 10/26/2026
Item Title:
Submitted For: Justin Vasquez, I.T. Manager

Discuss and/or take appropriate action concerning:

Justin Vasquez: I.T Manager: Discuss and/or take appropriate action concerning renewal of the agreement with Thomson Reuters for the Justice Center Westlaw Legal Software Access Terminal to meet the public law library statutory requirement.

ATTACHMENTS

Order Form

Order Form Order ID: Q-12058057

Contact your representative jacob.stine@thomsonreuters.com with any questions. Thank you.

Sold To Account Address	Shipping Address	Billing Address
Account #: 1000733064 ATASCOSA COUNTY LAW LIBRARY PATRON ACCESS 1 COURTHOUSE CIRCLE DR STE 101 JOURDANTON TX 78026-3416 US	Account #: 1000733064 ATASCOSA COUNTY LAW LIBRARY PATRON ACCESS 1 COURTHOUSE CIRCLE DR STE 101 JOURDANTON TX 78026-3416 US	Account #: 1000733064 ATASCOSA COUNTY LAW LIBRARY PATRON ACCESS 1 COURTHOUSE CIRCLE DR STE 101 JOURDANTON, TX 78026-3416 US

"Customer"

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: http://tr.com/federal-general-terms-and-conditions apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$735.70	60

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term for successive 12-month renewal terms (each, an "Automatic Renewal Term"), unless either party provides written notice of its intent to not renew at least 30 days prior to the beginning of an Automatic Renewal Term. We will notify you of any change in the Annual Charges at least 60 days before each Automatic Renewal Term begins. Submit your notice of nonrenewal to: https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

For Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Contract Express, CLEAR Investigate, Westlaw Advantage; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium; HighQ), listed on this order form, and are incorporated into this order form by reference: https://www.tr.com/legal-services-ai-terms.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: http://tr.com/cocounselcore-and-drafting-product-specific-terms.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Level**s:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst.

Acknowledgement: Order ID: Q-12058057

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 1/28/2027.

Attachment Order ID: Q-12058057

Contact your representative jacob.stine@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000733064
This order is made pursuant to:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Vasquez, Justin
Email: justin.vasquez@atascosacounty.texas.gov

eBilling Contact
Contact Name Justin Vasquez
Email **justin.vasquez@atascosacounty.texas.gov**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000733064	ATASCOSA COUNTY LAW LIBRARY	1 COURTHOUSE CIRCLE DR STE 101 JOURDANTON TX 78026-3416 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
1	Attorneys	43342603	Westlaw Edge with AI-Assisted Research, State Primary for National, Enterprise Access, Government
1	Seats	42567003	NATIONAL ANALYTICAL FOR PATRON ACCESS

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Robert	Hurley	countyjudge@atascosacounty.texas.gov	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	$735.70	5.00%	$772.49	5.00%	$811.11	5.00%	$851.67	5.00%	$894.25	Monthly

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

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

Theresa Carrasco:
County Clerk:

Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Elza R. Castillo
Position:	Deputy County Clerk
Pay Rate:	FI Rate $21.1538 hourly
Salary Budget Area:	1000-0403-4001
Start Date:	October 27, 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	Kylie Brooke Bosquez
Position:	Deputy County Clerk
Pay Rate:	FI Rate $21.1538 hourly
Salary Budget Area:	1000-0403-4001
Start Date:	October 27, 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:	Sammantha Deeann Munoz
Position:	Deputy County Clerk
Pay Rate:	FI Rate $21.1538 hourly
Salary Budget Area:	1000-0403-4001
Start Date:	October 27, 2026
Physical:	N/A
Drug Test:	N/A

AGENDA REQUEST
(GENERAL)

Agenda Item 30.

Meeting Date:	10/26/2026
Item Title:	August & September 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 August and September 2026.

AGENDA REQUEST
(GENERAL)

Agenda Item 31.

Meeting Date: 10/26/2026
Item Title:
Submitted For: Molly Solis, County Attorney

Discuss and/or take appropriate action concerning:

Molly Solis: County Attorney: Discuss and/or take appropriate action on the proposed Atascosa County Public Information Official Communications Policy approved and recommended by the Policy and Procedure Committee.

ATTACHMENTS

AGENDA REQUEST
(GENERAL)

Agenda Item 32.

Meeting Date: 10/26/2026
Item Title:
Submitted For: Molly Solis, County Attorney

Discuss and/or take appropriate action concerning:

Molly Solis: County Attorney: Discuss and/or take appropriate action on the proposed Atascosa County policy regulating recording devices in County facilities and restricted areas as recommended by the Policy and Procedure Committee.

ATTACHMENTS

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

Molly Solis:
County Attorney:

Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Carrie Ellison
Position:	Assistant County Attorney
Pay Rate:	$100,400.00 Annual County Base Salary (Exempt) plus SB 22 supplement funding of $19,600.00 for a total $120,000.00 Annual Salary
Salary Budget Area:	Salary =1000-0475-4001 SB 22 = 3005-0475-4043
Start Date:	October 26, 2026
Physical:	N/A
Drug Test:	N/A

AGENDA REQUEST
(GENERAL)

Agenda Item 34.

Meeting Date: 10/26/2026
Item Title:
Submitted For: Molly Solis, County Attorney

Discuss and/or take appropriate action concerning:

Molly Solis: County Attorney:: Discuss and/or take appropriate action on the Purchase Sale Agreement for .08 acres of 185 River Oaks Drive, Poteet, Texas 78065 between Atascosa County and Ruben and Maria Huron as part of the GLO Contract No. 24-065-123-E965 Culvert Updgrade Flood Mitigation Project.

ATTACHMENTS

AGENDA REQUEST
(GENERAL)

Agenda Item 35.

Meeting Date: 10/26/2026
Item Title:
Submitted For: Molly Solis, County Attorney

Discuss and/or take appropriate action concerning:

Molly Solis: County Attorney: Discuss and/or take appropriate action to approve Martin Abstract to handle the title services for an estimated cost of $1,946.00 based on Mirco-Purchase Procurement Process used due to failure to receive bids on prior Competitive Bid Process advertisement for Purchase of .08acres of 185 River Oaks Drive Poteet, Texas 78065 GLO Contract No. 24-065-123-E965 Culvert Updgrade Flood Mitigation Project.

ATTACHMENTS

Micro Purchase Procurement Memo
Draft Professional Services Agreement with Martin Abstract

MICRO-PURCHASE PROCUREMENT DETERMINATION

Atascosa County - River Oaks ROW Acquisition Title & Closing Services

Grant Project	CDBG-MIT MOD - River Oaks Drive Culvert Improvements
Property	River Oaks S/D Unit 1, part of Lot 67, 2 acres (CAD legal)
ROW Acquisition	0.08 acres
Just Compensation	$3,979.20
Proposed Vendor	Martin Abstract, Atascosa County

Procurement Background

Atascosa County requires title and closing services to complete the proposed 0.08-acre ROW acquisition. Initial outreach under a small-purchase approach did not produce responsive pricing from the title companies contacted. To determine whether the required services could appropriately be handled as a micro-purchase, Martin Abstract was contacted for verbal pricing and an estimate of the anticipated title and closing costs was prepared.

Estimated Cost and Threshold

Based on Martin Abstract's verbal pricing, including both buyer and seller closing fees, one $455 document preparation/attorney fee, recording fees for the ROW deed and a potential partial release of lien, title insurance, tax certificate, and guaranty fee, the anticipated service cost is approximately $1,946. For estimating purposes, the $455 document preparation/attorney fee is assumed to cover preparation of both the ROW deed and a partial release of lien, if a release is required. The estimated total of $1,946 includes both the buyer and seller closing fees, with the assumption that Atascosa County will cover both sides of the closing costs associated with the acquisition.

Estimated Services: $1,946 | County Micro-Purchase Threshold: $3,000 | Remaining Cushion: $1,054

Price Reasonableness

Price reasonableness was evaluated in a separate Price Analysis / Market Rate Comparison maintained in the procurement file. Martin Abstract's pricing was compared to historical pricing for comparable title and closing services from another grant-funded acquisition. The comparison

supports a determination that Martin Abstract's proposed pricing is consistent with market rates and is fair and reasonable.

Procurement Determination

The anticipated title and closing service cost is reasonably expected to remain below Atascosa County's $3,000 micro-purchase threshold. Accordingly, the title and closing services may be procured using the County's micro-purchase method, subject to County approval and execution of the required agreement with Martin Abstract.

The $3,979.20 just compensation for the 0.08-acre ROW acquisition is property acquisition compensation and is tracked separately from the procurement of title and closing services. It is not included in the value of the title-services procurement for purposes of this determination.

PROFESSIONAL SERVICES AGREEMENT
ATASCOSA COUNTY, TEXAS

ATASCOSA COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at #1 Courthouse Circle Drive, Suite 101, Jourdanton, Texas 78026, and Martin Abstract hereinafter "Contractor"), whose primary place of business is located at 712 Main St. Jourdanton, Texas 78026 hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the _____day of _____ 2026 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW
Title commitment, escrow/closing, and title policy services for the acquisition of real property interests required for the River Oaks Drive Culvert Upgrades project, CDBG-MIT Contract No. 24-065-123-E965, a Flood and Drainage Improvements project funded through the Texas General Land Office Community Development Block Grant – Mitigation (CDBG-MIT) Program.

2. SERVICES
Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of the County Attorney's Office; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A", if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS
Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "C", attached hereto.

4. DURATION
The parties agree that the Work shall be completed Ninety (60) days after commencement date. (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION
Contractor shall be compensated on a per parcel/per transaction basis in accordance with the fee schedule attached as Exhibit B. Despite any reference to Contractors fee list, which shall be used to calculate invoice amounts for closing under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed ten thousand dollars ($10,000 USD) for the Work under this Agreement.

6. PAYMENT
Contractor shall invoice the County for the Work performed under this Agreement for the formal closing The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by bringing payment to Contractor's address stated in Section 8, below at closing.

7. NOTICE OF COMPLETION
Upon completion of the requested services, Contractor shall coordinate the closing with the property owner(s), the County, and other parties as necessary. Contractor shall provide the County with advance notice of the proposed closing date and coordinate any required closing documents. Upon completion of the closing, recording of the applicable instruments, and issuance of the Owner's Title Policy, if applicable, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)
All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Atascosa County, Attn: County Auditor Tracy Barrera, 1 Courthouse Circle Dr. Jourdanton, Texas 78026.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE
Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address: Atascosa County Courthouse, #1 Courthouse Circle Drive, Suite 101, Jourdanton, Texas 78026.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY
Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the

County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY
Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Atascosa County, Texas.

19. ASSIGNMENT
Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT
Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT
This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT
Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Atascosa County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY
This Agreement may be terminated by Atascosa County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

_____	_____
Atascosa County, Texas	Martin Abstract Company, Inc.
By: _Weldon Cude_____	By: _____
Atascosa County Judge	_____

EXHIBIT A-1

Scope of Work

The Contractor shall provide professional title and closing services necessary to facilitate the acquisition of real property interests required for the River Oaks Drive Culvert Upgrades Project (CDBG-MIT Contract No. 24-065-123-E965).
Services may include, as requested by the County:

- **Title search and preparation of a Title Commitment;**
- **Identification of title exceptions and coordination of curative actions, as necessary;**
- **Escrow and closing services;**
- **Preparation of settlement statements and closing documents;**
- **Recording of executed instruments;**
- **Issuance of an Owner's Title Policy;**
- **Coordination with the County, County Attorney, Grant Administrator, surveyor, and other project representatives as necessary to complete each transaction.**

Example→ Pricing Proposal inserted here

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B._____

C._____

D._____

E._____

F._____

G._____

H._____

I._____

J._____

K._____

L._____

EXHIBIT D

Certificate of Insurance

AGENDA REQUEST
(GENERAL)

Agenda Item 36.

Meeting Date: 10/26/2026
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 Pleasanton Civic Center Rental Agreement for the Atascosa County Employee Christmas Party pending County Attorney review.

ATTACHMENTS
information

Civic Center Rental Agreement

DATE: July 22, 2026

☑ **MAIN HALL:** _____ ☐ **MEETING ROOM:** _____

WILL ALCOHOL BE SERVED? Yes but not provided

NAME: Atascosa County/Kayla Fournier

ADDRESS: 1 COURTHOUSE CIRCLE DR SUITE 3A

CITY, STATE, ZIP: Jourdanton, TX 78026

EMAIL: kfournier@co.atascosa.tx.us

PHONE NUMBER: _____

MAIN HALL – INCLUDES, KITCHEN, A/V SERVICE, TABLES, CHAIRS AND STAGE

MEETING ROOM – INCLUDES A/V SERICE, TABLES, AND CHAIRS

EARLY SET UP - $500.00 (DAY BEFORE EVENT ALL DAY 8am-5pm)

RENTAL TOTAL: _____ **DEPOSIT:** _____

*AMOUNT OF TABLES AND CHAIRS FOR EVENT.

ROUND: 38 RECTANGLE: 5 CHAIRS: 300

ESTIMATED ATTENANCE: 300 DATE OF EVENT: 12/11/2026

TYPE OF EVENT: EE Christmas Party

RENTAL FEE & LAYOUT MUST BE TURNED IN 30 DAYS PRIOR TO YOUR EVENT. IF LAYOUT IS NOT TURNED IN YOU WILL BE RESPONIBLE FOR SETUP.

DURATION OF EVENT; (INCLUDE SET UP AND CLEAN UP TIME)

START TIME: 4pm END TIME: 11pm

TIME OF ACTUAL EVENT: START: 6pm END: 10pm

DEPOSIT IS DUE IMMEDIATELY, RENTAL TOTAL IS DUE NO LATER THAN 30 DAYS PRIOR TO EVENT DATE. DEPOSIT AND RENTAL TOTAL ARE SEPARATE FEES, DEPOSIT DOES NOT COME OUT OF RENTAL TOTAL.

CITY OF PLEASANTON CIVIC CENTER FACILITY RENTAL AGREEMENT

This City of Pleasanton Facility Rental Agreement (this "Agreement") is between: the City of Pleasanton, Texas, a municipal corporation of the State of Texas ("City"), and _____ ("Lessee").

1. FACILITY AND EVENT:

City agrees to furnish the following described space and premises located in the City of Pleasanton, Atascosa, Texas; to be used for the purpose of _ and for no other purpose without the written consent of City for a term commencing:

_____

(Day) (Month) (Date) (Year) (Time)

and terminating:

_____

(Day) (Month) (Date) (Year) (Time)

Lessee agrees to pay $to City for rental of said space and premises (equals total sum of rental rate and deposit as set forth in Rental Reservation Application). Lessee further agrees to pay City on demand any and all sums which may be due City for additional services, accommodations, materials, or damages.

Lessee Initials _____

2. GENERAL TERMS AND CONDITIONS:

This Agreement is made and entered into upon the following express covenants and conditions, all and every one of which the Lessee hereby covenants and agrees to keep and perform.

3. DAMAGE TO FACILITY:

In case the facility, or any part thereof, shall be destroyed or damaged by fire or by any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by City impossible, City shall not be liable or responsible to Lessee for any damage or consequential damage caused thereby, provided that Lessee shall be refunded the unused portion of payments made.

4. CONTROL OF FACILITY:
In renting the facility, City does not relinquish the right to control the management thereof and to enforce all necessary and proper rules for the management and operation of the same; and the employees of City may enter the same, and all the premises, at any time and on any occasion.

5. REMOVAL OF MATERIALS:
All materials and installations placed in the facility by Lessee or exhibitors shall be removed from the facility by the end of the contracted time. The City is hereby authorized to remove from the facility any abandoned materials; and City shall not be liable for any damage or loss to such materials which may be sustained and **LESSEE AND ANY OTHER PERSON HAVING AN INTEREST IN SUCH PROPERTY HEREBY EXPRESSLY RELEASE CITY FROM ANY AND ALL CLAIMS FOR DAMAGES OF WHATEVER KIND OR NATURE.**

In the event platforms, staging, or other structures are erected by Lessee or any exhibitors in any portion of the facility, the expense of such erection and removal shall be paid by Lessee or such exhibitor. None of such structures may be attached to the building or any furnishings therein, and all damages to said building or furnishings caused by the installation, erection, or removal of such platforms, staging, or other structures shall be paid by Lessee.

6. EXTRA HELP:
In case it is necessary to employ outside assistance in the handling of the baggage, scenery, or other property of Lessee, such employment shall be at the expense of Lessee. The Lessee shall be responsible for coordinating and directing extra help at the event center. The City will not help coordinate, manage, or direct the extra help in any way.

7. OBSERVANCE OF LAW:
Lessee agrees that every contractor, employee, or agent connected with the purpose for which the facility is rented shall abide by, conform to, and comply with all of the applicable laws of the United States and the State of Texas, and all the applicable ordinances of City, together with all rules and requirements of the Police and Fire Departments of City, and will not do, nor permit to be done, anything on such premises, during the term of this Agreement, in violation of any such rules, laws, or ordinances, and if the attention of Lessee is called to such violation, Lessee will immediately desist from and correct such violations.

8. SEATING CAPACITY:
In no event shall tickets be sold or dispensed in excess of five hundred (500), the seating capacity of the facility, as determined by the Fire Marshal.

9. NO DEFACEMENT OF FACILITY OR BUILDING:
Lessee shall not injure or mar or in any manner deface the facility or the building in which it is located, and shall not cause nor permit anything to be done whereby such premises shall be in any manner injured, marred, or defaced, nor shall Lessee drive, or permit to driven, any nails, hooks, tacks, or screws in any part of said building, nor shall Lessee make, or allow to be made, any alterations of any kind therein. Also, Lessee shall be responsible

to ensure no objects shall be placed in the drains, restroom facilities, or any other parts of the water or sewer system so that maintenance or repair to the plumbing is required.

10. RESPONSIBILITY FOR INJURY:
If the facility, or any portion of the building in which it is located, during the term of this Agreement, shall be damaged by the act, default, or negligence of Lessee, or of Lessee's agents, employees, patrons, guests, or any persons admitted to such premises by Lessee, Lessee will pay to City, upon demand, such sum as shall be necessary to restore such premises to their present condition. Lessee hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to the premises, or to any portion of the facility or building with the consent of or invitation by Lessee, or by or with the consent of Lessee or Lessee's employees or any person acting for or on behalf of Lessee, and Lessee agrees to have on hand at all times sufficient security to maintain order and protect persons and property.

11. AISLES CLEAR:
Lessee will permit no chairs, movable seats, or other obstructions to be or remain in the entrances, exits, or passageways of the facility or building and will keep same clear at all times.

12. NO OBSTRUCTIONS TO SIDEWALKS, ETC:
No portion of the sidewalks, entries, passages, vestibules, halls, or ways of access to public utilities of the facility or the building in which it is located shall be obstructed by Lessee or used for any purpose other than for ingress and egress, to and from the premises. The doors, windows, skylights, or other openings that reflect or admit light into any place in the building, including hallways, corridors, and passageways, shall not be obstructed by Lessee.

13. TAXES:
Lessee shall pay all taxes, if any, on tickets or admissions to the premises during the term hereof and any license fees and taxes lawfully levied against it during the term hereof.

14. INDEMNITY:
LESSEE WILL PROVIDE THE DEFENSE FOR, INDEMNIFY AND HOLD CITY HARMLESS FROM ALL COSTS FROM ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, AND LIABILITY FOR DAMAGES OR INJURIES TO ANY PERSON(S) OR DAMAGE TO PROPERTY OCCASIONED BY OR IN CONNECTION WITH LESSEE'S USE OF THE PREMISES AND/OR RESULTING FROM THE PRESENTATION OF ANY COPYRIGHTED WORK OR MATERIAL OR VIOLATION OF ANY OTHER PROPRIETARY RIGHTS.

15. ATTORNEY'S FEES:
If City is required to file suit to collect any amount owed it under this Agreement for Lessee's use of the premises, City shall be entitled to collect reasonable attorney's fees.

16. NO DISCRIMINATION:
It is understood that the premises are owned by City, and that any discrimination by Lessee, its agents, or employees, on account of race, sex, color, religion, or national origin in the use of or admission to the premises is prohibited.

17. ABANDONED ITEMS:
City shall have the sole right to collect and have custody of articles left in the facility or building by persons attending any performance, exhibition, or entertainment given or held on the premises.

18. CANCELLATION BY CITY:
Violation by Lessee of any covenant, agreement, or condition contained herein shall be cause for termination hereof by City, in which case Lessee shall be entitled only to refund of the unused portion of any payment made by it. In addition, City may likewise cancel this Agreement if Lessee should, prior to the date of occupancy hereunder, violate any covenant, agreement, or condition in any other agreement which Lessee might have for lease of any other City facilities. City reserves the right to cancel this Agreement at any time, e.g. before, during, or after any emergency situation deemed by City. At such time, notification will be made by telephone or most expedient method reasonably available. City shall not be liable or responsible to Lessee for any damages or inconvenience caused thereby, provided that Lessee shall be refunded the unused portion of payments made by it. Lessee agrees that City may shut down Lessee's event as described in City's Rental Reservation Application, Attachment 3, for the facility.

19. CANCELLATION BY LESSEE:
All cancellations of contracted events must be submitted to City in writing. Deposits paid upon rental reservation of the Main Hall will be forfeited if an event is cancelled or if there is a change in the rental date(s) less than thirty (30) days prior to an event. Deposits paid upon rental reservation of the Meeting Room will be forfeited if an event is cancelled or if there is a change in the rental date(s) less than thirty (30) days prior to an event. Any cancellation made less than five (5) working days prior to an event in any City facility will forfeit all rental payments.

20. HEADINGS:
The paragraph headings contained herein are for convenience in reference and are not intended to define, extend, or limit any provision in this Agreement.

21. ASSIGNMENTS:
Lessee shall not assign this Agreement, nor permit any use of the premises other than herein specified, without the prior written consent of the City Manager.

22. NO RESPONSIBILITY FOR PROPERTY IN BUILDING:

City assumes no responsibility whatever for any property placed in the facility or building, and City is hereby expressly released from responsibility for any loss of or damage to Lessee's or any guest's personal property that may be sustained by reason of the occupancy under this Agreement.

23. FACILITY ACCESS/SETUP/CLEANUP TIME:

City staff is scheduled based on the time needed to setup/cleanup of your event. If you are not present at the contracted time to enter the facility, a $25.00 fee will be deducted from the reservation/cancellation deposit. A fifteen (15) minute grace period will be allowed. After 15 minutes, you will need to call the employee on duty to reschedule a time to enter the facility.

Security needs to be scheduled from start of event until end of cleanup, not to exceed 1AM. Security will clear the building promptly at your designated end time per the signed contract. Event must end at least 1 hour prior to security end time to allow enough time for cleanup. For larger events please plan cleanup time accordingly.

IN WITNESS WHEREOF, we have affixed our signatures, this ___ day of _____, 20____.

LESSEE: CITY:

Signature: _____ Signature:_____
City Official

Printed Name:_____

Name and Address for Facility Deposit/cancellation refund (If applicable):

Name:_____
Address:_____
City, State, Zip Code:_____