

## **PERMIT TO ENTER TO CONDUCT SURVEY**

**Harrison Interests, Ltd.**, a Texas limited partnership ("Harrison"), whose address is 712 Main Street, Suite 1900, Houston, Texas 77002-3220, is the fee simple owner of the surface estate of the Piloncillo Ranch, situated in Dimmit, Webb and LaSalle Counties, Texas (the "Ranch").

Harrison hereby grants permission to **Webb County, Texas**, (the "County") a political subdivision of the State of Texas, acting by and through its duly authorized official, whose address is \_\_\_\_\_ and its employees, agents, representatives and contractors, to enter upon the roadway commonly known as Espejo-Gates Road (the "Road") that runs through a portion of the Ranch and those lands within the Ranch that are situated within 250 feet on either side of the Road for the sole purposes of conducting a topographic survey of the Road and the areas of the Ranch located 250 feet along either side of the Road (measured from the existing fences along each side of the Road) (the "Permitted Work").

The above referenced area authorized for access under this Permit are shown on **Exhibit A** attached hereto and are hereinafter referred to as the "Lands".

County may not conduct any other studies or work under this Permit other than the Permitted Work. County shall not be permitted to take soil samples, bore into the soil of the Lands, or otherwise disturb the surface of the Lands in its conduct of the Permitted Work. County is not authorized by this Permit to conduct any other activities upon the Ranch. County may not cut, trim or remove brush or other vegetation upon the Lands in the conduct of its Permitted Work.

Harrison hereby advises that there are active oil, gas and mineral operations as well as ranching operations on-going on the Ranch, including within the Lands upon which the Permitted Work shall be performed. Harrison shall provide notice to the oil and gas operator upon the Ranch of the County's activities hereunder.

Access to the Lands shall be limited to any gates located along the Road or such other n designated access points as may be designated by the Ranch Manager, Mr. Phil Reddock ("Ranch Manager"). County and its contractors or employees shall notify the Piloncillo Ranch Manager by telephone at (830) 255-3350, at least 48-hours in advance of its intended entry upon the Lands, and shall provide the Ranch Manager with an intended schedule of work. County and its contractors or employees shall further notify Ranch Manager by telephone upon its/their leaving the Ranch daily and at the final completion of the Permitted Work. County agrees that it shall close all gates behind them when entering upon the Lands and that County shall not cut or relocate any existing fences situated upon Ranch.

County agrees to advise its employees and contractors that no hunting, fishing, firearms, weapons or illegal substances of any type shall be permitted upon the Ranch, and County shall enforce the foregoing rules. To the extent any County employee or contractor is discovered by Harrison violating these rules, such person shall be promptly removed from the Ranch and shall be prohibited from returning.

The term of this permit shall commence as of the Effective Date of this instrument and shall terminate on the earlier to occur of (1) July 31, 2015, or (2) the completion of the Permitted Work. County shall also provide written notice to Harrison and the Ranch Manager when the Permitted Work is complete.

County shall provide to Harrison, its engineer Randy Randermann with Brown & Gay Engineers, Inc. and its counsel, Leigh Rhodes-Zittler with Crady, Jewett & McCulley, LLP electronic copies of all of the metes and bounds and topographic data collected in the Permitted Work promptly after receipt or generation of same by County. County shall deliver such data in AutoCAD/Civil 3D 2014 format or ASCII file format as well as hard copies of the topographic survey plats and metes and bounds descriptions of lands developed by it under this permit agreement.

All notices and deliveries required or permitted to be made under this permit agreement shall be made and given at the addresses of the parties hereto set forth at their respective signature blocks below.

Prior to the commencement of the Permitted Work, County shall deliver to Harrison evidence of the following insurance coverage held by County and any contractor engaged by County to perform the Permitted Work:


- a) Workers Compensation in the statutory limits; and
- b) Comprehensive General Liability insurance providing coverage for bodily injury, property damage, personal injury and advertising injury, blanket contractual liability covering indemnity, products and completed Operations liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million (\$2,000,000.00) in the aggregate.

All such policies shall be issued by an insurance company authorized to do business in the State of Texas with an A. M. Best County rating of A- or better at the time of such policies' issuance. Further, each such policy shall include Harrison as an named additional insured. County's policies shall contain appropriate provisions or endorsements providing that County's policies shall be primary and not contributory to any policies maintained by Harrison. The issuer of each policy shall waive all rights of subrogation against the additional insureds or their respective insurers and shall provide not less than thirty (30) days prior written notice to Harrison if the issuer intends to cancel or terminate any such policy. County, or any contractor engaged by County to perform the Permitted Work may satisfy the limits of the comprehensive general liability coverage set forth above with the delivery of primary policy and an umbrella policy having collective limits equaling or in excess of the foregoing limits.

This permit agreement may be executed by the parties hereto in one or more counterparts, each of which counterparts shall be deemed an original for all intents and purposes, but all of which, when taken together, shall constitute on and the same agreement. Execution and delivery of this permit agreement by facsimile transmission is binding the same as if original signed copies had been exchanged by the parties hereto.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date").

**Harrison Interests, Ltd.**

By:   
Name: Dan J. Harrison, III  
Title: General Partner

Address: Ed Knight, Manager  
Harrison Interests, Ltd.  
712 Main Street, Suite 1900  
Houston, Texas 77002-3220  
eknight@harrisoninterests.com

AGREED TO AND ACCEPTED:

**Webb County, Texas**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (email)

Additional Notice and Deliveries to Harrison to be sent to:

Phil Reddock  
Piloncillo Ranch Manager  
\_\_\_\_\_  
\_\_\_\_\_ (email)

Leigh Rhodes-Zittler  
Crady, Jewett & McCulley, LLP  
2727 Allen Parkway, Suite 1700  
Houston, Texas 77019-2125  
larz@cjmlaw.com

Randy Randermann  
Brown & Gay Engineers, Inc.  
10777 Westheimer, Suite 400  
Houston, Texas 77042-3455  
randermann@browngay.com





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/4/2015

**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 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).**

<b>PRODUCER</b> Commercial Lines - (972) 588-8456 Wells Fargo Insurance Services USA, Inc. 5151 Belt Line Road, Suite 200 Dallas, TX 75254	<b>CONTACT NAME:</b> Susan E. Cash, CIC, CRM, CISR <b>PHONE (A/C No. Ext):</b> 972-588-8406 <b>FAX (A/C No.):</b> 855-605-8264 <b>E-MAIL ADDRESS:</b> susan.e.cash@wellsfargo.com														
<b>INSURED</b> Webb County Risk Mgmt Dept., Cynthia Mares 1110 Washington Street, Suite 204 Laredo TX 78040	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Atlantic Specialty Insurance Company</td> <td>27154</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Atlantic Specialty Insurance Company	27154	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER: 9201143**      **REVISION NUMBER: See below**

**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.**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		7910002420005 Deductible \$50,000	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Not Covered PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Sexual Abuse \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		7910002420005	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Right of Entry for Survey

<b>CERTIFICATE HOLDER</b> S&B Infrastructure, Ltd. 2120 Blaine, Suite 100 Laredo, Texas 78043	<b>CANCELLATION</b> 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 
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