

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 1000 Houston St. Laredo, TX 78040 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:

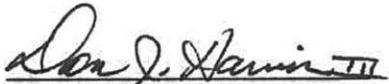
- a) Workers Compensation in the statutory limits; and
- b) Comprehensive General Liability insurance providing coverage for bodily injury, property damage, personal injury and advertising injury, blanket contractual liability covering indemnity, products and completed Operations liability with limits 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 22nd day of June, 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: Tano E. Tijerina
Title: County Judge

Address: 1000 Houston St.
Laredo, TX 78040

(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
rrandermann@browngay.com

ATTEST:


Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Marco A. Montemayor
Webb County Attorney

***By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**

