

TEXAS CRUSHED STONE COMPANY
APPRAISAL INSPECTION PERMISSION

Owner: Texas Crushed Stone Company ("TCS" or "Owner")
c/o W. B. Snead, President
P.O. Box 1000
Georgetown, TX 78627

Owner Contact: W. B. Snead, President
Texas Crushed Stone Company
P.O. Box 1000
Georgetown, TX 78627
Phone: (512) 930-0106

1. The effective date ("Effective Date") of this appraisal inspection permission ("Appraisal Inspection Permission") is June 30, 2021, and the Appraisal Inspection Permission terminates as of the earliest of (a) 5:00 p.m. on the date the Appraisal Inspection (as hereinafter defined) occurs, (b) thirty (30) calendar days from the Effective Date; or (c) Owner's termination of this Appraisal Inspection Permission pursuant to paragraph 14. If this Appraisal Inspection Permission document is not approved by the County Commissioners of Williamson County, Texas (Williamson County, hereinafter "County") on or before June 30, 2021, the Owner's signature on this document will automatically be deemed void and of no further effect without any further action or notice by Owner.

2. Under the threat of potential condemnation of a drainage easement, Owner hereby grants non-exclusive, temporary permission to Lory Johnson, Jeff Johnson, and Greyson Peterek from the County's authorized appraisal firm Atrium Real Estate Services (collectively "County Authorized Persons") to enter on the surface of that part of the real property described as tax parcels R039287, R040812, and R472558 and depicted on Exhibit A that is owned by TCS (collectively "Property") for the following purpose only and for no other purpose (the "Appraisal Inspection"):

Conducting an above-ground, visual inspection of the Property for purposes of preparing an appraisal of the Property for the County in connection with the County's request for a drainage easement across a portion of the Property.

No other surveys, tests, investigations, or studies are authorized under this Appraisal Inspection Permission. Without limitation, the County Authorized Persons are not authorized to make or take, and shall not make or take, any soil or water samples or tests, drill any test or monitoring holes or wells, or investigate any geological or other formations.

3. The County has requested that the County Authorized Persons be allowed to access the Property in connection with the County's request for a drainage easement across a portion of the Property. Pursuant to such request, the County Authorized Persons can use the surface of the Property for the Appraisal Inspection, provided, however, that the County Authorized Persons do so at their own risk and with no representation or agreement that the Property is suitable for such purpose. No drones will be used in connection with the Appraisal Inspection.

4. County represents that: (i) the Appraisal Inspection shall be conducted on the surface of the Property only; and (ii) by an appraiser licensed in the State of Texas to perform real property appraisals. County will provide Owner with a copy of any appraisal report reflecting the results of the appraisal at the time of any initial or final offer made to Owner pursuant to Chapter 21 of the Texas Property Code to acquire from Owner any interest in the Property, including without any limitation, any offer to acquire a drainage easement across a portion of the Property.

5. Upon the completion of the Appraisal Inspection, County shall restore the Property to its condition immediately prior to the Appraisal Inspection. County will pay for any and all damages to the Property and/or any of Owner's and/or any tenant's animals, utilities, pipelines, shrubbery, trees, grass, roads, driveways, trails, fences, buildings, or other improvements on the Property resulting from: (a) the Appraisal Inspection; (b) the entry onto the Property by the County Authorized Persons; (c) the actions or omissions of the County Authorized Persons; and/or (d) the exercise of all or any of the rights granted or liabilities created by this Appraisal Inspection Permission.

6. This Appraisal Inspection Permission is personal to County, is not assignable, and any attempt to assign this Appraisal Inspection Permission will be void and of no force or effect and will further terminate all privileges granted to County herein.

7. At least two (2) business days prior to the entry of the County Authorized Persons on the Property, County shall (a) provide actual, verbal notice to Owner by speaking directly with the Owner Contact at the phone number listed above (unless Owner cannot be reached after calling two times, in which case a voicemail is sufficient verbal notice); and (b) written notification to the Owner Contact that shall include the date, time and location that the County Authorized Persons request access to the Property. In addition, on the day the County Authorized Persons desire access to the Property, all such County Authorized Persons shall sign in at the TCS business office located at 5300 South IH-35, Georgetown, Texas 78628, in order for Owner to arrange an escort, if desired by Owner. The County Authorized Persons will access the TCS business office at the address listed above from the entrance located adjacent to the service road for Interstate 35. The County Authorized Persons will NOT attempt to access the TCS business office using the Texas Crushed Stone truck entrance located on FM 1431 or the Texas Crushed Stone truck entrance located at Interstate 35 and Westinghouse Road.

8. All County Authorized Persons shall enter the Property containing the Property using only gate 18 located on FM 2243 (Leander Road). TCS will provide the County Authorized Persons with the combination to the lock on such gate when the County Authorized Persons first check in at the TCS business office in accordance with the terms of paragraph 7. No County Authorized Person will install any third-party lock on such gate. County agrees that all County Authorized Persons who enter onto the Property shall be required to close, and to keep closed, all gates and other enclosures, and to lock (using only the existing TCS locks) all such gates and enclosures when they leave the Property. By accepting this Appraisal Inspection Permission, the County Authorized Persons acknowledge that there may be livestock on the Property, and the County Authorized Persons agree to avoid interfering with such livestock.

9. County and the County Authorized Persons will be responsible for the safety of the County Authorized Persons. Owner makes no representation concerning the condition of the Property, and County and the County Authorized Persons accept the Property in its AS IS condition and subject to all risks associated with the use of the Property pursuant to this Appraisal Inspection Permission. None of Owner or Owner's shareholders, officers, directors, tenants, employees, managers, operators or consultants (Owner and such others, collectively, "Owner Parties") know the exact type of conditions that exist upon the Property, and the Owner Parties specifically do not make any warranty or representation of any type, kind or character whatsoever as and to conditions existing or that may hereafter exist upon the Property, or any improvements thereto. **EACH COUNTY AUTHORIZED PERSON SHALL ENTER UPON SAID PROPERTY AT THEIR OWN RISK, SPECIFICALLY ACCEPTS THE PROPERTY IN THE THEN EXISTING CONDITIONS THEREOF, AND TO THE EXTENT ALLOWED BY LAW UNCONDITIONALLY RELEASES THE OWNER PARTIES FOR, FROM AND AGAINST ALL LIABILITIES, COSTS, EXPENSES, CLAIMS AND DAMAGES FOR WHICH THE OWNER PARTIES (OR ANY OF THEM) MIGHT OTHERWISE BECOME LIABLE BY REASON OF ANY (A) ACCIDENTS, (B) INJURIES TO OR DEATH OF ANY PERSONS, (C) DAMAGE TO PROPERTY, OR (D) ANY ONE OR ANY COMBINATION OF THE FOREGOING, THAT IN ANY MANNER ARISES OR RESULTS FROM, OR IS CAUSED BY, CONNECTED WITH OR RELATED TO THE PROPERTY, REGARDLESS OF HOW, WHERE, OR WHEN SUCH ACCIDENT, INJURY, DEATH OR DAMAGE OCCURS AND REGARDLESS OF WHETHER SUCH ACCIDENT, INJURY, DEATH OR DAMAGE IS DUE TO CONDITIONS ON OR DEFECTS IN THE PROPERTY.**

10. Unless otherwise specified by TCS in writing, the County Authorized Persons will be permitted access to the Property under the terms of this Appraisal Inspection Permission only once, and only during TCS' normal business office hours of 9 a.m. to 5 p.m., Monday to Friday. The County Authorized Persons will remove all of their refuse or other materials from the Property at the conclusion of the Appraisal Inspection. The County Authorized Persons acknowledge that they may be subject to surveillance, including video surveillance, at any time while on the Property and hereby consent to same.

11. The certificate of insurance evidencing the insurance carried by the County's authorized appraisal company (the "Insurance") has been produced, reviewed, and accepted, and a copy of that certificate of insurance is attached as Exhibit B to this Appraisal Inspection Permission and is incorporated by reference. In addition, the County's appraisal company shall either (i) provide a waiver of subrogation rights; or (ii) indemnify the Owner Parties for all claims that appraisal company's insurance company, employees, agents, or subcontractors make against the Owner Parties and/or the insurance companies of the Owner Parties. County shall ensure that the Insurance remains in place at all times while this Appraisal Inspection Permission is in effect. The carrying of the Insurance as required by this Appraisal Inspection Permission shall in no way relieve County or any of the County Authorized Persons of any responsibility or liability under this Appraisal Inspection Permission or otherwise.

12. Except as provided in paragraph 9, nothing in this Appraisal Inspection Permission shall be construed as a waiver by either party of any legal or judicial right, including but not limited

to the right, if any, to seek injunctive relief to enforce the terms of this Appraisal Inspection Permission.

13. Before the County Authorized Persons enter the Property, County will obtain and provide to Owner the written agreement of the appraisal company and the County Authorized Persons to be bound by and follow the terms of this Appraisal Inspection Permission.

14. Owner shall have the right to terminate this Appraisal Inspection Permission by providing County three calendar days written notice c/o Charles Crossfield via email to charlie@scrrlaw.com or hand delivery at Sheets & Crossfield, P.L.L.C., 309 E Main St., Round Rock, TX 78664. If Owner terminates this Appraisal Inspection Permission pursuant to this paragraph 14, the County Authorized Persons shall immediately cease their use of the Property.

15. Nothing contained herein shall be construed as to limit in any way the right of the Owner, its successors, tenants, or assigns to use of the Property.

16. No County Authorized Person shall carry a firearm on the Property.

17. The County Authorized Persons shall comply with all applicable federal, state and local laws and regulations, including applicable environmental laws and regulations.

18. Owner reserves all rights, title, and interest in and to the Property, and this Appraisal Inspection Permission shall in no way prejudice Owner's right to contest County's right to obtain an easement from Owner or Owner's right to receive full and just compensation for any damaging or taking of any interest in the Property. Owner does not waive, and hereby reserves, any claims, rights, actions, and causes of action Owner may have to seek damages or other relief to which it may be entitled.

19. No termination of this Appraisal Inspection Permission shall release any other person or entity from any liability or obligation accruing under the Appraisal Inspection Permission. In addition, the obligations of County and the County Authorized Persons in paragraphs 2-6, 9, and 11-19 shall survive the termination of this Appraisal Inspection Permission.

IN WITNESS WHEREOF, each party hereto has caused this Appraisal Inspection Permission to be duly executed as of the Effective Date

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell
Bill Gravell (Jul 3, 2021 06:08 CDT)

Name: Bill Gravell

Title: County Judge

Date: June __, 2021

TEXAS CRUSHED STONE CO.
BY W.B. SNEAD
WILLIAM B. SNEAD
PRESIDENT
17 JUNE 2021

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OF 4
WBS

TEXAS CRUSHED STONE COMPANY

By: _____

William B. Snead

Its: President

Date: June __, 2021

SIGNATURE ON
PAGE 4
WAS

EXHIBIT "A"
The Property

EXHIBIT "B"
Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2021

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 Watkins Insurance Group - Austin 3834 Spicewood Springs Rd, Ste 100 Austin TX 78759	CONTACT NAME: Kathy Bridges	PHONE (A/C, No, Ext): 512-637-4130	FAX (A/C, No): 512-452-0999
	E-MAIL ADDRESS: kbridges@watkinsinsurancegroup.com		
INSURED Atrium Real Estate Services 14425 Falcon Head Blvd. Suite D-100 Austin TX 78738	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE Property & Casualty Insurance Company		20699
	INSURER B: Pacific Employers Insurance Company		22748
	INSURER C: Chubb Indemnity Insurance Company		12777
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 1662150375**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			SERTXD947692433N	4/2/2021	4/2/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			SERTXD947692433N	4/2/2021	4/2/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			UMBTXD947692553N	4/2/2021	4/2/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		71776420	4/2/2021	4/2/2022	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate subject to policy terms and conditions

Texas Crushed Stone Company ("TCS" or "Owner") is additional insured on the general liability policy where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Texas Crushed Stone Company ("TCS" or "Owner")
c/o W. B. Snead, President
P.O. Box 1000
Georgetown TX 78627

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