



Travis County Commissioners Court Agenda Request

Meeting Date: February 25, 2014

Prepared By: Teresa Calkins, P.E., Engineer Specialist **Phone #:** (512) 854-7569.

Division Director/Manager: Anna Bowlin, AICP, Division Director of Development Services and Long Range Planning

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action on a License Agreement with Apac, Texas, Inc, for a haul road across and conveyor under Buck Lane in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:

Apac, Texas, Inc., owns property on both sides of Buck Lane and holds permits from Travis County for the mining of sand and gravel from these properties (Travis County Basic Development Permit No's. 05-2420, 06-3905, and 07-3847). Apac, Texas, Inc., has submitted a site development permit application to construct a concrete pavement crossing across Buck Lane that would allow for the transport of mined materials from the west side of Buck Lane to its permitted processing site on the east side of Buck Lane without the uses of public roads, except for the single crossing of Buck Lane. Apac's site plan also includes an 8'x8' concrete box culvert that would traverse the entire right-of-way below Buck Lane and that would accommodate a conveyor that can transfer mined materials across Buck Lane without utilizing the at-grade crossing. Apac's current permits allows for their use of Buck Lane to transport these materials. Apac, Texas, Inc., has previously posted \$87,000 fiscal surety for the maintenance of Buck Lane to address potential degradation of the roadway due to mining traffic. After the crossing has been constructed, Apac, Texas, Inc., will seek approval from Commissioners Court at a future time for the release of fiscal related to the maintenance of Buck Lane.

The site plan also includes a temporary detour outside of the right-of-way located on Apac, Texas, Inc., property that will route detour traffic on a temporary roadway surface around the project area. The applicant has provided a temporary roadway easement for this detour in language acceptable to the Travis County Attorney's Office.

STAFF RECOMMENDATIONS:

Staff finds that, with the license agreement, the site development permit application meets all Travis County requirements. Due to the public benefit that, except for the single road crossing, the mining traffic will be removed from Buck Lane, staff recommends approval of the agreement.

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

- Location Map
- Project Site Plan
- License Agreement

REQUIRED AUTHORIZATIONS:

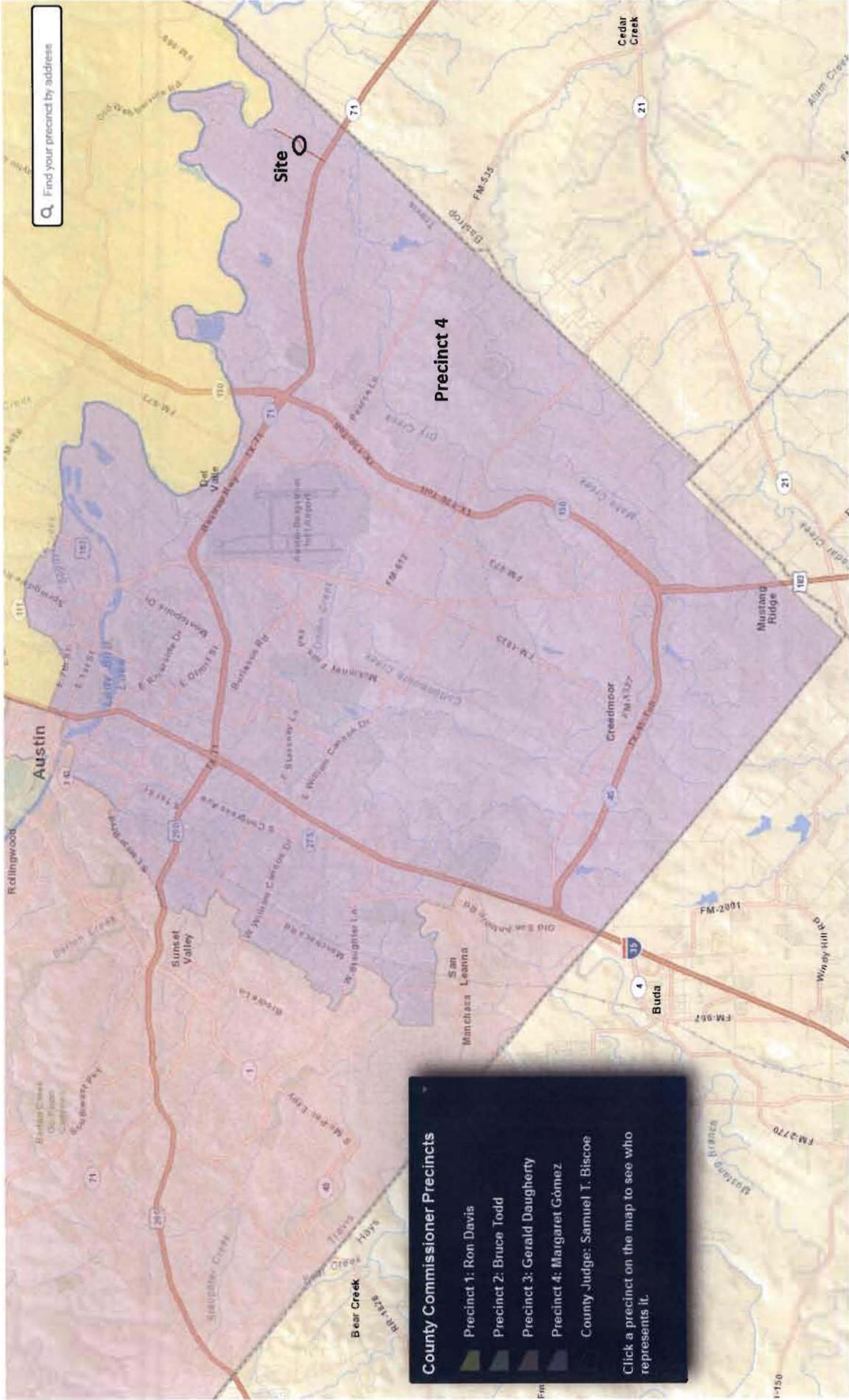
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

TC:AB:tc

1101 - Development Services Long Range Planning - Apac, Texas, Inc., License Agreement.

Q Find your precinct by address



County Commissioner Precincts

- Precinct 1: Ron Davis
- Precinct 2: Bruce Todd
- Precinct 3: Gerald Daugherty
- Precinct 4: Margaret Gómez
- County Judge: Samuel T. Biscoe

Click a precinct on the map to see who represents it.

APAC TEXAS, INC. BUCK LANE CROSSING SITE PERMIT PLANS

APAC TEXAS, INC.
STATE PERMIT NO. 2000000000
T.N.R. PERMIT NO. 2000000000

NOTES

1. CONTRACTOR IS TO ABIDE BY ALL APPLICABLE TERMS AND CONDITIONS OF THE SITE DEVELOPMENT PLANS APPROVED BY TRAVIS COUNTY AND REFERENCED BY THE PERMIT NUMBER LISTED BELOW.
2. NO WORK WILL OCCUR WITHIN JURISDICTIONAL WATERS OF THE U.S.
3. THE DISTURBED AREAS WITHIN THIS PROJECT SHALL BE REVEGETATED AND ALL PERMANENT EROSION/SEDIMENTATION CONTROLS COMPLETED PRIOR TO RELEASE OF PROJECT.
4. NO PORTION OF THIS PROJECT LIES WITHIN THE LIMITS OF THE 100-YEAR FLOODPLAIN AS DEFINED BY FEMA FIRM PANEL 48453C0639H, DATED SEPTEMBER 20, 2008.

SITE PLAN RELEASE NOTES

1. ALL IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE RELEASED SITE PLAN. ANY ADDITIONAL IMPROVEMENTS WILL REQUIRE SITE PLAN AMENDMENT AND APPROVAL OF TRAVIS COUNTY T.N.R.
2. CONTRACTOR IS RESPONSIBLE FOR ALL COSTS FOR RELOCATION OF, OR DAMAGE TO UTILITIES.
3. FOR CONSTRUCTION WITHIN THE RIGHT-OF-WAY, A ROW EXCAVATION PERMIT IS REQUIRED.
4. APAC TEXAS, INC. WILL BE RESPONSIBLE FOR COORDINATION WITH BLUEBONNET ELECTRIC FOR LINE RELOCATION.

MURFEE ENGINEERING COMPANY, INC.

James F. Seif
LICENSED PROFESSIONAL ENGINEER

10/4/13
DATE



FOR TRAVIS COUNTY T.N.R.

TRAVIS COUNTY BASIC DEVELOPMENT PERMIT NUMBER



LOCATION MAP
MAPSCO PAGE: 680
LEGAL DESCRIPTION:

1. GARFIELD SECTION 1, BLK. A, LOT 2
2. 17.289 ACRES, JOSE ANTONIO NAVARRO SURVEY, TRAVIS COUNTY, TEXAS, DOC. NO. 2004152694
3. 429.373 ACRE TRACT OUT OF THE JOSE ANTONIO NAVARRO SUR. ABSTRACT No. 18, IN TRAVIS COUNTY, TEXAS, AS CONVEYED BY DEED RECORDED IN DOC NO. 2006006357 O.P.R.T.C.

OWNER

APAC TEXAS, INC.
c/o TROY CARTER
1 CHISHOLM TRAIL, SUITE 450
ROUND ROCK, TEXAS 78681
512-919-1202

SHEET NO.

DESCRIPTION

- | SHEET NO. | DESCRIPTION |
|-----------|---|
| 1 | TITLE PAGE |
| 2 | GENERAL NOTES |
| 3 | EROSION/SEDIMENTATION CONTROL PLAN |
| 4 | P&P DETOUR |
| 5 | P&P 8' x 8' BOX FOR CONVEYOR & CONCRETE CROSSING PLAN |
| 6 | TRAFFIC CONTROL PLAN |
| 7 | TxDOT SCP-9 |
| 8 | TxDOT SW-0 |
| 9 | S-1: STRUCTURAL GENERAL NOTES AND SPECIFICATIONS |
| 10 | S-2: PLAN, SECTIONS & DETAILS |

NO.	REVISION DESCRIPTION	REVISE (BY)	TOTAL # REVISED (BY PLAN SET)	NET CHANGE (BY PLAN SET)	TOTAL SITE (BY PLAN SET)	J.C.O.A. APPROVAL (DATE)	DIST. MADE	COUNTY APPROVAL	DATE

F:\E:\1132006\0001_TITLE.dwg

MEC MURFEE ENGINEERING COMPANY

1101 CAPITAL OF TEXAS HIGHWAY SOUTH
BUILDING D, SUITE 110
AUSTIN, TEXAS 78746
(512) 327-9204
Texas Registered Engineering Firm F-353

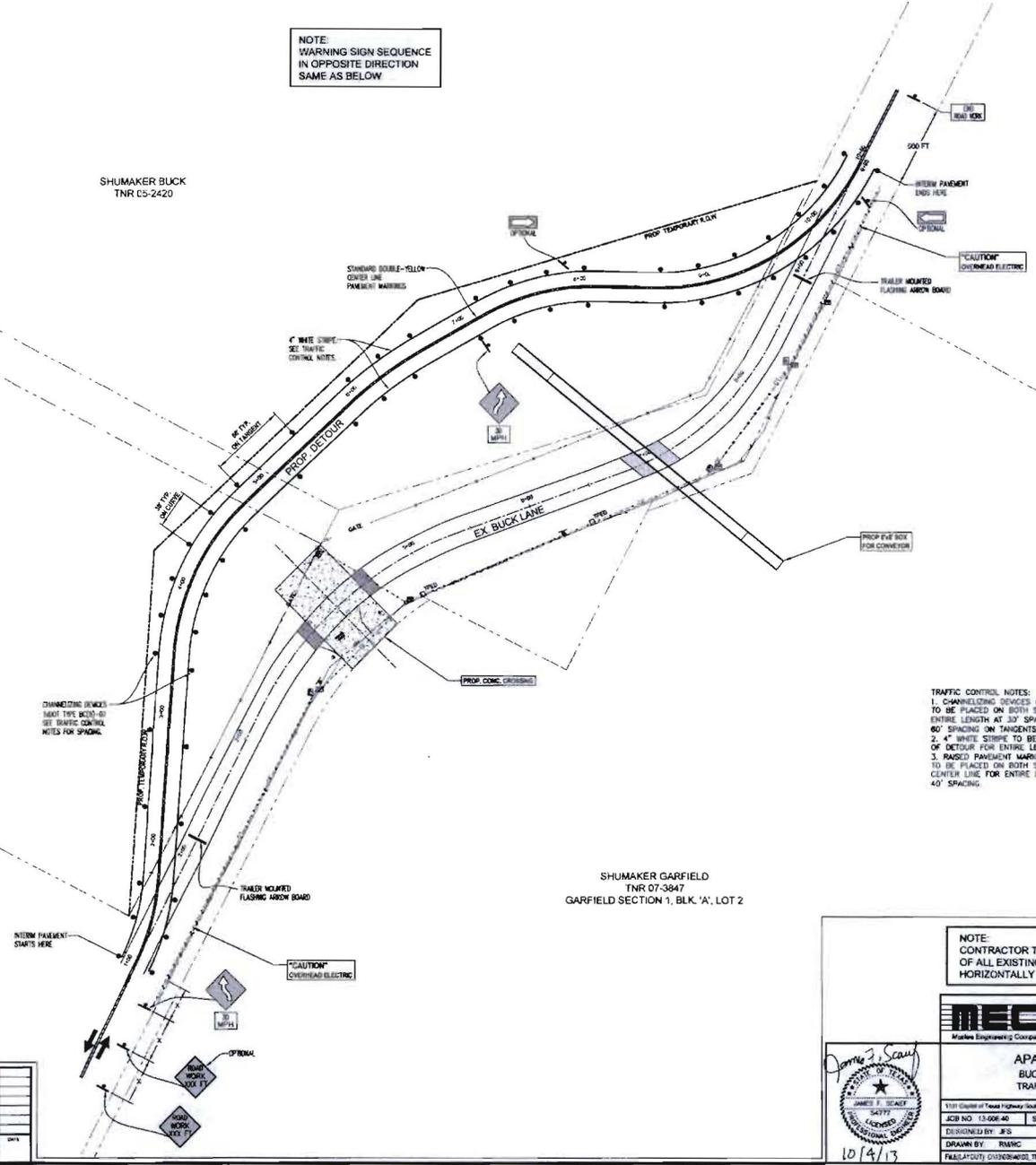
NOTE:
WARNING SIGN SEQUENCE
IN OPPOSITE DIRECTION
SAME AS BELOW



SHUMAKER BUCK
TNR 05-2420

SHUMAKER CHALMERS
TNR 06-3905

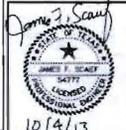
SHUMAKER GARFIELD
TNR 07-3847
GARFIELD SECTION 1, BLK. 'A', LOT 2



TRAFFIC CONTROL NOTES:
1. CHANNELIZING DEVICES (TWOOT TYPE BC18-07)
TO BE PLACED ON BOTH SIDES OF DETOUR FOR
ENTIRE LENGTH AT 30' SPACING ON CURVES AND
60' SPACING ON TANGENTS.
2. 4" WHITE SCREWS TO BE PLACED ON BOTH SIDES
OF DETOUR FOR ENTIRE LENGTH.
3. RAISED PAVEMENT MARKERS (TWOOT TYPE #A-A)
TO BE PLACED ON BOTH SIDES OF DOUBLE YELLOW
CENTER LINE FOR ENTIRE LENGTH OF DETOUR AT
40' SPACING.

POSTED SPEED (MPH)	"X" SIGN SPACING (feet)	"Y" SIGN SPACING (feet)
40	40	100
50	50	125
60	75	150
70	100	200
80	150	300
90	200	400
100	300	600
110	400	800
120	500	1000

NOTE:
CONTRACTOR TO FIELD VERIFY LOCATIONS
OF ALL EXISTING UTILITIES VERTICALLY AND
HORIZONTALLY PRIOR TO CONSTRUCTION.



APAC TEXAS, INC.
BUCK LANE CROSSING
TRAFFIC CONTROL PLAN

1101 Cooper Street, Houston, Texas 77002, (713) 927-1004
 JOB NO: 13-006-40 SCALE: AS NOTED SHEET: 0 OF 10
 DESIGNED BY: JFS DATE: 10/30/13
 DRAWN BY: RWRC DATE: 10/24/13
 FILE: C:\07\13\1024\07\TRAFFIC CONTROL.dwg (Layoff)

NO.	REVISION	DATE	BY	CHKD.	APP'D.

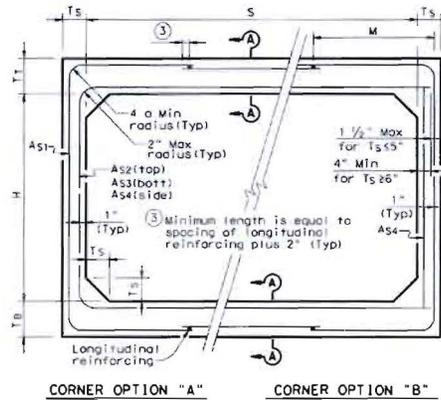
DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. The user assumes all liability for the conversion of this standard to other formats or for incorrect results or damage resulting from its use.

ACCEPTED

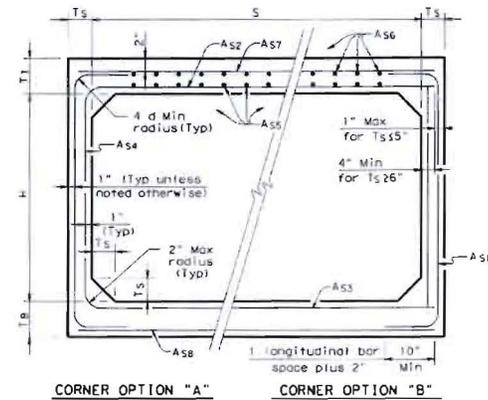
BOX DATA

SECTION DIMENSIONS					Fill Height (ft)	M (in)	REINFORCING (in ² /ft) ⁽²⁾								Lift Weight (Tons) ⁽¹⁾
S (ft)	H (ft)	T _T (in)	T _B (in)	T _S (in)			A _{S1}	A _{S2}	A _{S3}	A _{S4}	A _{S5}	A _{S6}	A _{S7}	A _{S8}	
8	4	8	8	8	<2	-	0.27	0.38	0.29	0.19	0.19	0.19	0.19	11.2	
8	4	8	8	8	2<3	50	0.31	0.34	0.32	0.19	-	-	-	11.2	
8	4	8	8	8	3-5	50	0.25	0.27	0.27	0.19	-	-	-	11.2	
8	4	8	8	8	10	45	0.26	0.28	0.29	0.19	-	-	-	11.2	
8	4	8	8	8	15	41	0.34	0.37	0.38	0.19	-	-	-	11.2	
8	4	8	8	8	20	41	0.44	0.48	0.49	0.19	-	-	-	11.2	
8	5	8	8	8	<2	-	0.24	0.40	0.32	0.19	0.19	0.19	0.19	12.0	
8	5	8	8	8	2<3	50	0.28	0.37	0.35	0.19	-	-	-	12.0	
8	5	8	8	8	3-5	45	0.23	0.29	0.30	0.19	-	-	-	12.0	
8	5	8	8	8	10	45	0.23	0.31	0.32	0.19	-	-	-	12.0	
8	5	8	8	8	15	41	0.30	0.41	0.42	0.19	-	-	-	12.0	
8	5	8	8	8	20	41	0.39	0.52	0.54	0.19	-	-	-	12.0	
8	6	8	8	8	<2	-	0.22	0.42	0.35	0.19	0.19	0.19	0.19	12.8	
8	6	8	8	8	2<3	50	0.25	0.40	0.38	0.19	-	-	-	12.8	
8	6	8	8	8	3-5	50	0.21	0.32	0.33	0.19	-	-	-	12.8	
8	6	8	8	8	10	45	0.22	0.33	0.34	0.19	-	-	-	12.8	
8	6	8	8	8	15	41	0.28	0.43	0.45	0.19	-	-	-	12.8	
8	6	8	8	8	20	41	0.36	0.55	0.57	0.19	-	-	-	12.8	
8	7	8	8	8	<2	-	0.20	0.44	0.37	0.19	0.19	0.19	0.19	13.6	
8	7	8	8	8	2<3	55	0.23	0.43	0.41	0.19	-	-	-	13.6	
8	7	8	8	8	3-5	55	0.19	0.34	0.35	0.19	-	-	-	13.6	
8	7	8	8	8	10	50	0.20	0.34	0.36	0.19	-	-	-	13.6	
8	7	8	8	8	15	41	0.26	0.45	0.47	0.19	-	-	-	13.6	
8	7	8	8	8	20	41	0.33	0.57	0.60	0.19	-	-	-	13.6	
8	8	8	8	8	<2	-	0.20	0.45	0.40	0.19	0.19	0.19	0.19	14.4	
8	8	8	8	8	2<3	65	0.21	0.45	0.44	0.19	-	-	-	14.4	
8	8	8	8	8	3-5	65	0.19	0.36	0.38	0.19	-	-	-	14.4	
8	8	8	8	8	10	55	0.19	0.35	0.38	0.19	-	-	-	14.4	
8	8	8	8	8	15	45	0.24	0.46	0.49	0.19	-	-	-	14.4	
8	8	8	8	8	20	45	0.31	0.59	0.62	0.19	-	-	-	14.4	

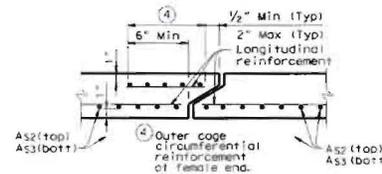
- (1) For Box Length = 8'-0"
- (2) A_{S1} thru A_{S4}, A_{S7} and A_{S8} are minimum required areas of reinforcement per linear foot of box length. A_{S6} and A_{S5} are minimum required areas of reinforcement per linear foot of box width.



FILL HEIGHT 2 FT AND GREATER



FILL HEIGHT LESS THAN 2 FT



GENERAL NOTES:
 Designs shown conform to ASTM C1577. Refer to ASTM C1577 for information or details not shown.
 All concrete shall be Class "H" Concrete with a minimum compressive strength of 5,000 psi.
 See SCP-100 standard sheet for miscellaneous details and notes not shown.
 In lieu of furnishing the designs shown on this sheet, the contractor may furnish an alternate design that is equal to or exceeds the box design for the design fill height in the table. Shop plans for alternate designs shall be submitted in accordance with Item "Precast Concrete Structures".

James S. Scully

 10/4/13

HL93 LOADING

Texas Department of Transportation
 Bridge Division

**SINGLE BOX CULVERTS
 PRECAST
 8'-0" SPAN**

SCP-8

FILE: scp08tbl.dgn	DATE: 10/13/13	BY: JSS	CHK: JSS	APP: JSS	DATE: 10/13/13	BY: JSS	CHK: JSS
10/01 February 2010	REVISED	GENERAL	FEDERAL AID PROJECT	SHEET			
REVISED:							

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. The user assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damage resulting from its use.

LEVELSHEET COMMENTS:

TABLE OF DIMENSIONS & REINFORCING STEEL (Wings for One Structure End)										
Maximum Wingwall Height Hw	Dimensions				Variable Reinforcing				Estimated Quantities per ft of wing length (2-Wings)	
	W	X	Y	Z	Bars J1		Bars J2			
					Spa	Size	Spa	Size		
2'-6"	2'-5"	1'-0"	9"	7"	#4	1'-0"	#4	1'-0"	33.73	0.248
3'-0"	2'-5"	1'-0"	9"	7"	#4	1'-0"	#4	1'-0"	37.07	0.261
3'-6"	2'-5"	1'-0"	9"	7"	#4	1'-0"	#4	1'-0"	37.74	0.273
4'-0"	2'-5"	1'-0"	9"	7"	#4	1'-0"	#4	1'-0"	38.41	0.285
4'-6"	3'-2"	1'-6"	1'-0"	7"	#4	1'-0"	#4	1'-0"	41.75	0.330
5'-0"	3'-2"	1'-6"	1'-0"	7"	#4	1'-0"	#4	1'-0"	45.09	0.343
5'-6"	3'-2"	1'-6"	1'-0"	7"	#4	1'-0"	#4	1'-0"	45.75	0.355
6'-0"	3'-2"	1'-6"	1'-0"	7"	#4	1'-0"	#4	1'-0"	46.42	0.367
7'-0"	3'-8"	1'-9"	1'-3"	7"	#4	1'-0"	#4	1'-0"	52.77	0.414
8'-0"	4'-2"	2'-0"	1'-6"	8"	#5	1'-0"	#4	1'-0"	60.19	0.486
9'-0"	4'-8"	2'-3"	1'-9"	8"	#5	6"	#4	6"	81.49	0.535
10'-0"	5'-2"	2'-6"	2'-0"	8"	#5	6"	#4	6"	97.25	0.584
11'-0"	5'-8"	2'-9"	2'-3"	8"	#6	6"	#5	6"	133.65	0.634
12'-0"	6'-2"	3'-0"	2'-6"	9"	#7	6"	#5	6"	162.29	0.721
13'-0"	6'-8"	3'-3"	2'-9"	11"	#7	6"	#5	6"	178.80	0.856
14'-0"	7'-2"	3'-6"	3'-0"	1'-0"	#8	6"	#5	6"	216.78	0.959
15'-0"	7'-8"	4'-0"	3'-0"	1'-1"	#9	6"	#6	6"	283.06	1.068
16'-0"	8'-2"	4'-6"	3'-0"	1'-3"	#9	6"	#6	6"	297.02	1.234

TABLE OF WINGWALL REINFORCING (2-Wings)			
Bar	Size	No.	Spa
D	#5	~	1'-0"
E	#4	~	1'-0"
F	#4	~	1'-0"
G	#6	4	~
M	#4	4	~
P	#4	~	1'-0"
R	#5	6	~
V	#4	~	1'-0"

TABLE OF ESTIMATED CULVERT TOEWALL QUANTITIES			
Bar	Size	No.	Spa
L	#4	~	1'-6"
N	#4	1	~
Reinf (Lb/FT)			2.45
Conc (CY/FT)			0.037

WING DIMENSION CALCULATIONS:

Formulas: (All values are in Feet)

$H_w = H + T + C - 0.250'$

$L_w = (H_w - 0.333') (SL)$

For Cast-in-place culverts:
 $L_{tw} = (N) (S) + (N+1) (U)$

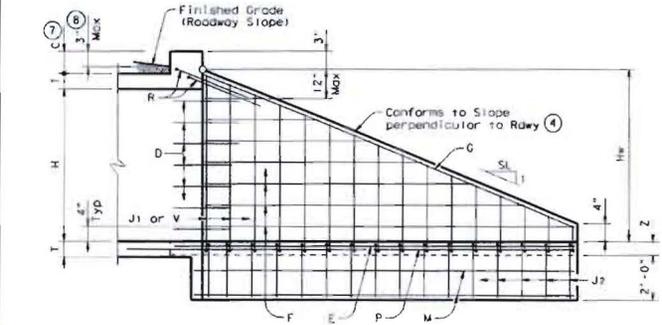
For Precast culverts:
 $L_{tw} = (N) (2U + S) + (N-1) (0.5')$

Total Wingwall Area (Two Wings = S.F.) = $(H_w + 0.333') (L_w)$

Hw = Height of Wingwall
 SL1 = Side Slope Ratio (Horizontal:Vertical)
 Lw = Length of Wingwall
 Ltw = Culvert Toewall Length
 N = Number of Culvert Spans

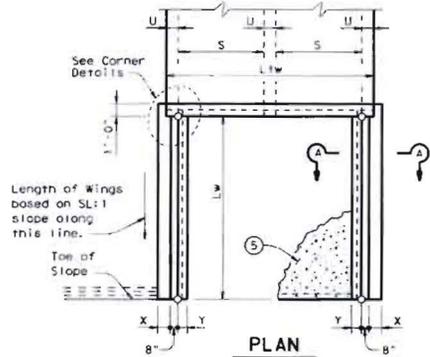
See applicable box culvert standard for H, S, T, and U values.

- Extend Bars P 3'-0" minimum into bottom slab of Box Culvert.
- Adjust to fit as necessary to maintain 1/4" clear cover and 4" minimum between bars.
- Quantities shown are based on an average wing height for two wings (one structure end). To determine total quantities for two wings multiply the tabulated values by Lw.
- Recommended values of Slope are: 2:1, 3:1, 4:1, & 6:1.
- When shown elsewhere on the plans, a 5" deep concrete riprap shall be constructed. Payment for riprap shall be as required by Item 432, "Riprap". Unless otherwise shown on the plans or directed by the Engineer, the riprap shall have a 6" wide by 11" deep reinforced concrete toewall along all edges adjacent to natural ground; the toewall shall be reinforced by extending typical riprap reinforcing into the toewall; construction joints or grooved joints, oriented in the direction of flow, shall extend across the full distance of the riprap, at intervals of approximately 20'. When such riprap is provided, the culvert toewall shown in SECTION B-B will not be required.
- At Contractor's option, Culvert Toewall may be ended flush with Wingwall Toewall. Adjust reinforcing from that shown as necessary.
- 0" min to 5'-0" max. Estimated curb heights are shown elsewhere in the plans. For structures with pedestrian rail, bicycle rail or curbs taller than 1'-0", refer to ECD standard. For structures with T6 bridge rail, refer to T6-CM standard. For structures with traffic rail, other than T6, refer to RAC standard.
- For vehicle safety, curb heights and wall heights shall be reduced, if necessary, to provide a maximum 3" projection above finished grade. No changes will be made in quantities and no additional compensation will be allowed for this work.



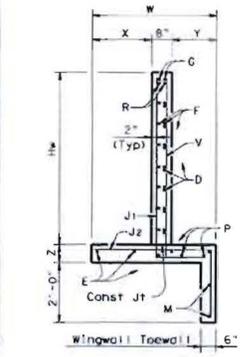
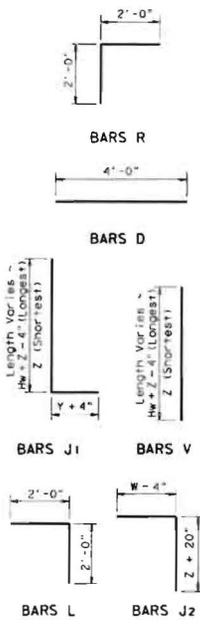
INSIDE ELEVATION

(Showing reinforcing. Culvert and Culvert Toewall reinforcing not shown for clarity.)

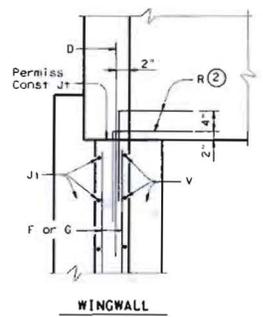


PLAN

(Showing Dimensions)

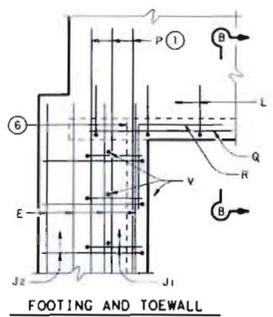


SECTION A-A

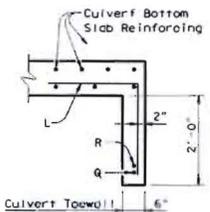


CORNER DETAILS

(Culvert and Culvert Toewall reinforcing not shown for clarity.)



FOOTING AND TOEWALL



SECTION B-B

GENERAL NOTES:

Designed according to AASHTO LRFD Specifications. All reinforcing steel shall be Grade 60. Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.

All concrete shall be Class "C" and shall have a minimum compressive strength of 3600 psi. All reinforcing bars shall be adjusted to provide a minimum of 1/4" clear cover.

When structure is founded on solid rock, depth of toewalls for culverts and wingwalls may be reduced or eliminated as directed by the Engineer.

See R.C.S. sheet for additional dimensions and information.

The quantities for concrete and reinforcing steel resulting from the formulas given on this sheet are for Contractor's information only.

Texas Department of Transportation
 Bridge Division

CONCRETE WINGWALLS WITH STRAIGHT WINGS FOR 0° SKEW BOX CULVERTS

SW-0

James Sain
 10/4/13

PLAN	SECTION	DATE	BY	CHK	APP	DATE	BY	CHK	APP
10/4/13	10/4/13	10/4/13	10/4/13	10/4/13	10/4/13	10/4/13	10/4/13	10/4/13	10/4/13

**LICENSE AGREEMENT
TO APAC TEXAS, INC FOR HAUL ROAD ACROSS AND CONVEYOR
UNDER BUCK LANE**

THIS LICENSE AGREEMENT (this "Agreement") is made to be effective as of the ___ day of _____, 2014 by and between Travis County, a political subdivision of the State of Texas (the "County"), and APAC Texas, INC, ("Apac Texas"). The County and Apac Texas are referred to herein individually as "Party" and collectively as "Parties."

RECITALS:

WHEREAS, Buck Lane is a road accepted by the County for maintenance;

WHEREAS, Apac Texas is the owner of certain real property currently legally permitted for sand and gravel mining operations, more particularly described in the official files of the Travis County Transportation and Natural Resources Department under Travis County Basic Development Permit Nos. 05-2420, 06-3905 and 07-3847 (hereinafter referred to collectively as the "Permitted Tracts");

WHEREAS, Apac Texas desires to construct and maintain a rigid pavement crossing at Buck Lane that is capable of supporting off-road aggregate hauling vehicles, drainage improvements, and traffic control (together, the "Pavement Improvements") that will allow Apac Texas to transport mined materials to its processing plant without using any public roads, except for the single crossing of Buck Lane;

WHEREAS, Apac Texas also desires to also construct and maintain a box culvert crossing under Buck Lane for installation of a conveyor, drainage improvements related to the construction and maintenance of the conveyor crossing, and traffic control related to construction and maintenance of the conveyor crossing (together, the "Conveyor Crossing Improvements") that will allow Apac Texas to transport mined materials to its processing plant without using any public roads, except for the single crossing under Buck Lane;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the Parties' respective covenants and agreements established by this Agreement, the Parties agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title, and interest of the County in and to Buck Lane and to the right-of-way of Buck Lane adjoining the Permitted Tracts, the County grants to Apac Texas a license to construct, maintain, and repair the Pavement Improvements and the Conveyor

Crossing Improvements (together, the "Buck Lane Improvements") within the area of Buck Lane right-of-way ("the Licensed Property") described in Exhibit "A," which is attached hereto and incorporated herein for all purposes. Apac Texas will use the Licensed Property for the sole purpose of transporting mined sand, gravel, and other materials from mining operations within the Permitted Tracts.

II. Consideration

The County and Apac Texas each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

- A. Apac Texas's agreement to forego use of public roads for the transportation of mined sand, gravel, and other materials from mining operations within the Permitted Tracts, except for a single crossing of Buck Lane.
- B. The agreement by the County to grant the foregoing license.

III. County's Rights to Licensed Property

- A. The license granted by this Agreement is expressly subject and subordinate to the present and future right of the County, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, expand, improve, and renew any public utility facilities, franchised public facilities, drainage facility, roadways or streets on, beneath, or above the surface of the Licensed Property. The County shall take reasonable measures to prevent damage to any Buck Lane Improvements on the Licensed Property; however, any damage to or destruction of Apac Texas's property by the County in the exercise of the above-described rights shall be at no charge, cost, claim, or liability to the County, its agents, contractors, officers, or employees. Nothing in this Agreement shall be construed to limit in any way the power of the County to widen, alter, or improve the Licensed Property pursuant to official action by the governing body of the County or its successors. Except in cases of imminent threat to public health or safety, the County shall provide Apac Texas at least 30 days' prior written notice of any such act it intends to take in the exercise of above-described rights that will physically affect the Buck Lane Improvements.
- B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE TO APAC TEXAS, ASSUMING NO OBLIGATION TO APAC TEXAS, EITHER TO INSPECT THE IMPROVEMENTS, OR TO REMOVE ANY OF THE IMPROVEMENTS IF THE COUNTY DETERMINES THAT

REMOVAL IS NECESSARY FOR (1) PROTECTING PERSONS OR PROPERTY, (2) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY, OR (3) IF THE COUNTY PROVIDES 30 DAYS' NOTICE, FOR EXERCISING THE COUNTY'S RIGHTS AND DUTIES WITH RESPECT TO THE LICENSED PROPERTY.

IV. The Pavement Improvements

Apac Texas agrees not to construct the Pavement Improvements until after the County has approved a basic development permit and a temporary roadway easement agreement for the construction of the Pavement Improvements.

V. Indemnification

APAC TEXAS AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR APAC TEXAS'S USE OF THE LICENSED PROPERTY.

VI. Insurance

- A. Without in any way limiting the liability of Apac Texas or its obligations under this Agreement, Apac Texas agrees to maintain, during the term of this Agreement, Commercial General Liability Insurance written by a company acceptable to the County with combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured in the endorsement(s).
- B. Within 21 days after the effective date of this Agreement, Apac Texas shall deliver to the County Executive of the Travis County Transportation & Natural Resources Department (the "County Executive") a true copy of a certificate and endorsement from its insurance carrier evidencing Apac Texas's compliance with the insurance requirements set forth in this Agreement.
- C. Apac Texas acknowledges that Apac Texas's mining activities on the Permitted Tracts may span decades beyond the effective date of this Agreement and that the insurance limits set forth in Paragraph A above may not be sufficient to protect the County's interests. Within 60 days

after the County Executive notifies Apac Texas that the County Executive has determined that additional insurance coverage is necessary to protect the County's interests relating to this Agreement, which additional coverage the Parties agree must be commercially reasonable amounts, Apac Texas must provide the County a true copy of a certificate from its insurance carrier evidencing Apac Texas's compliance with the additional insurance requirements.

VII. Conditions

- A. **Compliance with Regulations.** Apac Texas agrees that all construction, maintenance, repair, and use permitted by this Agreement shall be done in compliance with all applicable municipal, County, state, and federal policies, ordinances, laws, and regulations.
- B. **Apac Texas's Responsibilities.** Apac Texas is responsible for any damage to or relocation of facilities required by the construction and maintenance of the Buck Lane Improvements. Apac Texas agrees to reimburse the County for all reasonable costs incurred by the County in replacing or repairing any property of the County or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of Apac Texas.
- C. **Maintenance.** Apac Texas shall maintain the Buck Lane Improvements and keep the Licensed Property free of dirt and aggregate material. If the County determines that any of the Buck Lane Improvements need to be replaced or repaired, the County will notify Apac Texas of such determination in writing and Apac Texas will have 30 days after its receipt of any such notification, to replace or repair the Buck Lane Improvements, at the sole cost and expense of Apac Texas. Apac Texas shall maintain the Buck Lane Improvements in a good and safe condition at Apac Texas's sole expense.
- D. **Removal or Modification.** Apac Texas agrees that removal or modification of any Buck Lane Improvements now existing or to be later replaced shall be at the County's sole reasonable discretion, except where otherwise provided by this Agreement, however if the County desires removal or modification of the Buck Lane Improvements it agrees to comply with the terms of this agreement, including Section X(4). This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to Apac Texas or the County, and this Agreement shall be filed in the Official Public Records of Travis County, Texas.

- E. **Performance Bond.** At least 30 days before Apac Texas initiates construction of the Buck Lane Improvements, Apac Texas shall provide the County with cash, or a cashier's check, or a bond in a reasonable amount equivalent to the contract cost of constructing the Pavement Improvements and the Conveyor Crossing Improvements, respectively. Cash provided to the County will be deposited with the County Treasurer and interest on the amount will be paid to Apac Texas, on an annual basis upon the receipt by the Treasurer of a letter requesting such interest. The only condition to a draft on the cash security shall be a letter from the Travis County Judge indicating that Apac Texas has not fulfilled its obligations under this Agreement and that the County has incurred or will incur expenses with regard to the Buck Lane Improvements located on, upon, under, or in the Licensed Property. The performance bond will only be required for 2 years after the completion of the construction of the Pavement Improvements and the Conveyor Crossing Improvements, respectively.
- F. **Default.** In the event that Apac Texas fails to maintain the Buck Lane Improvements, then the County shall give Apac Texas written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. Apac Texas shall have 30 days from the date of receipt of such notice to take action to remedy the failure complained of and, if Apac Texas does not satisfactorily remedy the same within the 30-day period, the County may, at the County's option, perform the work or contract for the completion of the work. In addition, Apac Texas agrees to pay, within 30 days of written demand by the County, all reasonable costs and expenses incurred by the County in completing the work.

VIII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If Apac Texas abandons the use of all or any part of the Licensed Property by ceasing all mining activities within a three-mile radius of the Licensed Property for a period of more than three years, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following 30 days' written notice by the County to Apac Texas, if such abandonment has not been remedied by Apac Texas within such period. The County shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of Apac Texas and Apac Texas's successors and assigns hereunder.

IX. Termination

- A. Termination by Apac Texas. Apac Texas may terminate this Agreement by delivering written notice of termination to the County not later than 30 days before the effective date of termination.
- B. Termination by County.
1. The County may revoke this Agreement at any time, if such revocation is reasonably required by the public interest, after providing at least 30 days prior written notice to Apac Texas for one of the reasons set forth below. Subject to prior written notification to Apac Texas or its successors in interest, this Agreement is revocable by the County if:
 - (a) The Buck Lane Improvements, or a portion of them, unreasonably interfere with the County's use of the Licensed Property;
 - (b) Use of the Licensed Property becomes necessary for a public purpose;
 - (c) The Buck Lane Improvements, or a portion of them, constitute a danger to the public, which the County deems not to be remediable by alteration or maintenance of such Buck Lane Improvements;
 - (d) Despite 30 days' written notice to Apac Texas and opportunity to cure, maintenance or alteration necessary to alleviate a danger to the public has not been made;
 - (e) Apac Texas fails to comply with the terms and conditions set forth in Travis County Basic Development Permit Nos. 05-2420, 06-3905, or 07-3847 after 30 days written notice and opportunity to cure;
 - (f) Apac Texas fails to comply with the terms and conditions of this Agreement after 30 days written notice and opportunity to cure; or
 3. If Apac Texas abandons or fails to maintain the Licensed Property, and the County receives no substantive response within 30 days following written notification to Apac Texas and opportunity to cure, then this Agreement shall terminate and the County may remove the Buck Lane Improvements, or a portion thereof, and collect from Apac Texas the County's actual expenses incurred in connection therewith.

4. If the County terminates this Agreement for any reason, including reasons set forth in other sections of this Agreement, it agrees to within 30 days of termination:
 - (a) provide Apac Texas with a new location for the crossing of Buck Lane that is acceptable to Apac Texas and the County, and
 - (b) enter into a mutually agreeable new agreement with Apac Texas containing substantially the same terms as this Agreement.
- C. Notwithstanding any provision to the contrary, Apac Texas's license to use the Licensed Property automatically terminates without further action of either Party when Apac Texas has completed all mining activities on all portions of the Permitted Tracts.
- D. If this Agreement is terminated for any reason, the County may, in its sole discretion, require Apac Texas to, at Apac Texas's sole expense and within 30 days or other time period set forth by the County in its written notice to Apac Texas, remove from the Licensed Property any Buck Lane Improvements made by Apac Texas and return the Licensed Property to as good a condition as it was on the effective date of this Agreement. Any Buck Lane Improvements not required by the County to be removed within said period are agreed to be the property of the County.

X. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the County will, to the extent permitted by law, cooperate with Apac Texas to effect the relocation of Apac Texas affected installations at Apac Texas's sole expense. Apac Texas shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

XI. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party.

XII. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this

Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XIII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

Apac Texas:

APAC Texas, Inc.
Attn: Mr. Troy Carter
1 Chisholm Trail, Suite 450
Round Rock, Texas 78681

Copy to:

APAC Texas, Inc.
Attn: Legal Department

And to:

Murfee Engineering Co., Inc.
1101 Capital of Texas Hwy. S., D-110
Austin, Texas 78746

Travis County:

Honorable Samuel T. Biscoe (or successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

Copy to:

Mr. Steven M. Manilla, County Executive (or successor)
Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

And to:

Honorable David Escamilla (or successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 163.2560

XV. Counterparts

This Agreement may be executed in multiple counterparts which shall be construed together as a single original instrument as though all parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the parties executing the instrument whether or not all other parties have executed same.

XVI. Recordation

The County shall record this Agreement and any amendments hereto in the Official Public Records of Travis County, Texas, and may re-record it at any time from time to time, and will provide Apac Texas with a copy of each recording.

XVII. Amendment

If Apac Texas conveys all or any part of its property located within the Permitted Tracts to others, any such subsequent owner and the County may amend this Agreement as it relates solely to such owner's tract(s) without the joinder of any other owner. In addition, Apac Texas and the County may amend this Agreement as it relates solely to Apac Texas's tract(s) without the joinder of any other subsequent owner. Any such amendment must be in writing, signed by such subsequent owner and the County and recorded in the Official Public Records of Travis County, Texas. Otherwise, any amendment of this Agreement requires an amendment in writing signed by the County and all owners of the property within the Permitted Tracts.

XVIII. Recitals

Any recitals in this agreement are represented by the Parties to be accurate, and constitute a part of the substantive agreement.

XIX. Entire Agreement

This Agreement and the exhibits attached hereto contain all the representations and the entire agreement between the Parties. Any prior correspondence, memoranda, or agreements are superseded in total by this Agreement. Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by the County and Apac Texas. IT IS EXPRESSLY ACKNOWLEDGED BY APAC TEXAS THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

XX. Annexation by the City

If the total area within the Licensed Property is annexed for full purposes by an incorporated municipality (the "CITY"), then the County may assign this Agreement to the CITY, and all references in this Agreement to "the County" shall be construed to mean "the CITY"; all references to "the County Executive of the County Transportation and Natural Resources Department" shall be construed to mean the equivalent officer of the CITY, and all references to "the Commissioners Court" shall be construed to mean "the CITY Council". Any other references to County employees shall be construed to mean the analogous CITY employee or officer.

XXI. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

Effective the later of the dates shown below.

COUNTY:

Travis County, Texas

By: _____
Name: Samuel T. Biscoe
Title: County Judge

APAC Texas:

APAC Texas, INC.

By: _____
Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

 This instrument was acknowledged before me on the _____ day of _____, 2013, by Samuel T. Biscoe, Travis County Judge.

Notary Public, State of Texas
My commission expires:

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2013, by _____, _____ of APAC Texas INC

Notary Public, State of Texas
My commission expires:

After recording, return to:
Travis County, Texas
Attn: Mr. Mike Martino
Travis County Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

