

## **CONSENT TO EVALUATE AND INVESTIGATE AND SURVEY PERMIT**

The undersigned Edward Dilworth and Jennie Dilworth ("Grantors") do hereby warrant that they are owners of the real property herein described and do hereby grant to Williamson County its successors, and its assigns (collectively, "Grantee") permission to enter upon the following described real estate hereinafter referred to as "said land" in Williamson County, Texas, to wit:

103 Little Lake Road, Hutto, Texas 78634, Property ID R393537

Grantors herein grant to Grantee and/or its representatives the right to conduct any and all due diligence, including but not limited to an environmental, archeological, physical, engineering, and title examination as well as surveying of said land. The surveyors or inspectors may establish a line-of-sight survey, flag and stake said land, inspect, test, collect samples, and conduct other inspections as to the condition of said property ("Surveys"). Grantee is responsible for payment of all inspections, surveys, and reports performed at Grantee's request and shall pay for any damage that occurs to the said land as a result of such activities.

Before commencing any work provided for herein, Grantee and all contractors hired by Grantee are to obtain and maintain, at their sole cost and expense, general-liability and property-damage insurance and workman's compensation insurance to cover its employees and workers. Grantee shall maintain such insurance at all times during which Grantee or any of the Grantee Group shall be present on the properties owned by Grantor or at the work site. All of the policies required herein shall be endorsed to waive any rights of subrogation (which the insurance company may acquire by reason of the payment) of any claim to Grantor, its successors, or assigns. General-liability insurance shall provide for insured limits for bodily injury and death of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Workman's compensation insurance shall be for the statutory limits, and Employer's Liability Insurance shall have a limit of at least \$1,000,000 per occurrence. Comprehensive automobile-liability insurance insuring all owned, non-owned, and hired automobiles shall have minimum limits of liability of \$1,000,000 per occurrence for bodily injury and property damage.

To the extent allowed by law, Grantee agrees to pay any and all damages of every kind and nature suffered by the Grantor, their successors and assigns (hereinafter "Indemnified Party(ies)"), directly and proximately caused by or arising in whole or in part out of:

- a) the conduct, acts, or omissions of Grantee or the Grantee Group; or

- b) Grantee's breach of any term, covenant, or condition of this Survey Permit, arising out of or relating to Grantee's Surveys, or any other negligent or intentional acts or omissions by Grantee or the Grantee Group.

To the extent allowed by law, this indemnity obligation extends to all claims including those for the death or personal injury of any person (including but not limited to Grantee and the Grantee Group as well as Grantors, the Indemnified Parties, or anyone else) as well as for claims for damage to property, including the loss or loss of use of enjoyment of property. To the extent allowed by law, Grantee agrees to reimburse and indemnify and hold the Grantor harmless from any and all claims, demands, causes of action, liability, loss, damage, or expense of every kind and nature, including but not limited to attorneys' fees and costs.

Without limiting the scope of Grantee's indemnity obligations, it is the express agreement of the parties that Grantee shall protect and hold harmless Grantor and/or the Indemnified Parties from and against all liabilities, losses, claims, damages, penalties, causes of action, and suits (including suits for personal injuries or death and including reasonable attorneys' fees and expenses) caused or contributed to by Grantee or the Grantee Group arising out of or in connection with any performance of activities or obligations under this Agreement, and shall pay any judgments of any nature rendered against any of the Indemnified Party(ies) for any injuries or damages.

To the extent allowed by law, Grantee shall indemnify and hold Grantor and/or the Indemnified Party(ies) harmless from and against any and all fines and/or penalties that are imposed as a result of any failure to comply with the requirements of all applicable valid laws, rules, or regulations of governmental bodies having jurisdiction over the activities conducted by, or at the direction of, Grantee or the Grantee Group.

Grantee hereby forever and knowingly releases Grantor and the Indemnified Party(ies) from all liability for any damage or injury (present, past, or future) that Grantee, or any of Grantee's subsidiaries or affiliates, may sustain from any and all sources or causes arising from the use of said land as provided for under this Permit.

In the event a legally valid claim arises that is covered by the indemnity obligations in this Agreement, Grantee agrees that it will pay the reasonable attorneys' fees of Grantor and/or the Indemnified Party(ies). If any provision of this indemnity or the application thereof shall to any extent be rendered invalid or unenforceable, then the remainder of Grantee's indemnity obligations shall not be affected thereby, it being intended and agreed that Grantee's indemnity obligations shall be construed and enforced to the fullest extent permitted by applicable Texas law.

Grantors' Telephone: 912-481-1939

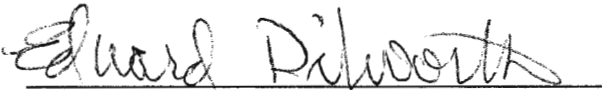
Special conditions noted below:

Grantee shall notify Grantor at least three (3) days before each entry to said land.

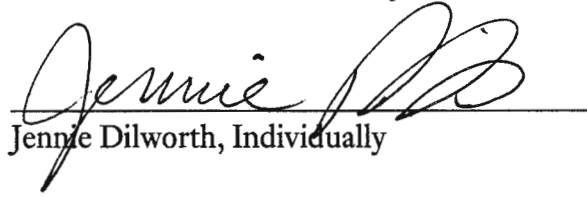
EXECUTED this 27 day of July, 2020

Grantors:

**EDWARD DILWORTH AND JENNIE DILWORTH**



Edward Dilworth, Individually



Jennie Dilworth, Individually

**GRANTEE:**

Williamson County

\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_