

RIGHT OF ENTRY AGREEMENT

AGREEMENT

Williamson County is currently finalizing the design and engineering related to construction of the Southeast Loop in Williamson County, Texas (the "Project"). The purpose of the Project is to enhance safety and mobility within the project area.

Raymond E. Naivar and Diane E. Naivar are the owners of the property which is the subject of this Agreement (defined as "Owner" for purposes of this Agreement, whether one or more). Owner does hereby grant Williamson County, its agents, employees, contractors, and consultants, officers and such other persons as may be necessary (collectively, the "Permittee") for the general purposes of performing survey, preliminary environmental, archeological, or geotechnical work on Owner's Property, a non-exclusive Right of Entry ("Permit") on, over, across and upon those certain tracts or parcels of land shown on Exhibit "A" (hereinafter referred to as the "Property").

No waiver of challenges to taking and use of power of eminent domain. By accepting the grant of this Permit, Williamson County and each and every Permittee agrees that it will never use Owners' grant of this Permit or other cooperation by Owner with Williamson County as evidence or the basis for an argument that the Owner agrees, consents to, or assents to Williamson County's right to use its power of eminent domain in whole or in part for the Project or any part of the Project. The grant of this Permit shall never be construed to constitute or cause a waiver of and is not and shall not be construed or argued by Williamson County to be a waiver by Owner of its ability to defend against the taking and to challenge the right, power, or authority of Williamson County to condemn rights generally or specifically for the Project. Such arguments that are not waived but are expressly reserved include, but are not limited to, the above-summarized arguments as well as arguments against the right or power to condemn land alleged to be necessary for the Project including, but not limited to, any argument that the Project is illegal, violates federal and state environmental law, including NEPA, is not for public use, is not necessary for a public use, that the project is for economic development and/or commercial gain, that Williamson County's acts or actions in furtherance of the project are

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illegal, ultra vires, outside authority granted by the Texas Legislature, whether Williamson County has the power of eminent domain for the planned project and/or any other argument Owner may make against Williamson County's power to condemn. This Right of Entry Permit shall never be construed to constitute or cause a waiver of or limitation to any claim, argument or defense in any condemnation of the Property (or any part thereof), and Permittee agrees it will never make any such argument or claim. By the provision of this Right of Entry Permit, Owner does not waive and specifically reserves Owner's right to object to the award of Special Commissioners and to receive all just compensation to which Owner is entitled in accordance with the applicable laws governing condemnation proceedings in Texas. This Right of Entry Permit shall in no way prejudice Owner's right to receive full and just compensation, including damages to the remainder, as allowed by law for any interest in and to the Property.

Permittee's right of access shall be limited to those portions of the Property located within the area which Williamson County has a good faith basis to believe it will subsequently seek to acquire for the Project and associated easements and those areas as may be required to identify the boundaries and comers of the Property.

This Right of Entry Permit is provided to Williamson County under threat of injunction.

The specific terms and conditions are as further set forth below:

- a. The purpose of this Permit shall include the right of Permittee to enter upon the Property for the purposes of conducting a surface land survey to identify the comers and boundaries of the Property as well as those areas it believes will be needed for the Project and associated easements at its sole cost, risk and expense. In conducting the survey activities, only boundary and topographical surveying is permitted on the property except that shovel dig tests for archeological and preliminary environmental testing may be taken within the potential easement areas provided that the Property is returned to its original condition. Permittee shall make every effort to take all reasonably necessary precautions against fire., including no smoking while on the Property, no devices or

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equipment that which are likely to cause a fire on the Property, and no burning of any materials. Permittee will not take any firearms or weapons of any kind onto the Property. No hunting or fishing is allowed. No video or photographs containing or depicting any animals, deer, or anything other than the land is permitted. In addition, geotechnical borings may be taken by drilling a 6" hole and excising the material. Upon completion of the boring, all holes will be refilled with the material extracted.

- b. Intentionally omitted.
- c. Upon completion of its activities Permittee will immediately take those steps necessary to clean, repair and restore the Property as closely as commercially possible to its original condition. Permittee will maintain the integrity of all Property, fencing and gates used to access the areas in which work will be performed and will close all exterior gates immediately upon entering and exiting the Proposed ROW. Interior gates will be left as they are found at all times, whether closed or open. Permittee will not move or remove any structures located on the Property for any reason unless approved by Owner in writing ahead of time. Permittee will not cut, remove or damage any fences without Owner's prior written approval. No trees will be removed or damaged. However, tree limbs may be trimmed only as reasonably necessary to establish line of sight or access for the activities authorized by the Permit.
- d. Permittee agrees to pay, within 30 days of notice, for any and all damages caused by Permittee to crops, livestock, fences, equipment, and which directly result from and are caused by Permittees' activities on the Property.

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- e. Upon request from Owner, Permittee shall provide owner with a copy of any and all completed reports resulting from the Permit activities upon the Property including, but not limited to, any boundary or topographical surveys, topographic information, or geotechnical, archeological or environmental reports. All such documents will be provided free of charge.
- f. Permittee will require any party entering upon the Property to conduct activities provided for in this Permit to procure and maintain, at its sole cost and expense, during the term of the Permit, including any extensions, and prior to commencing any work on the Property, the following insurance coverage:
 - (i) Workers Compensation and Employers Liability insurance in the full statutory limits as required by law, with respect to its employees.
 - (ii) Commercial General Liability insurance for all damages arising out of bodily injuries to or death of all persons, and for all damages arising out of injury to or destruction of property, in the amount of not less than \$1,000,000 per accident or occurrence, and \$2,000,000.00 per general aggregate; and
 - (iii) Automobile liability insurance, including hired or borrowed, for all damages arising out of bodily injuries to or death of all persons, and for all damages arising out of injury to or destruction of property in the amount of not less than \$1,000,000.00 per occurrence combined single limit.

The obligations under this subparagraph (e) will in no way affect any release, remedy, or warranty provisions set forth in this Permit. The insurance policies described above shall include a provision that such policy will not be changed, canceled, terminated or not renewed without at least thirty (30) days' advance written notice to Owner, and in the case that any such policy is changed, canceled or terminated, Owner may revoke this Permit. Permittee must keep and maintain proof of the above insurance coverage covering each

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and every Permittee who will be on the Property prior to entering the Property.

- g. The right of entry herein is granted and accepted on an "AS IS" basis with respect to the Property and its condition. Permittee acknowledges that it accepts the Property on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis, without representations, warranties and covenants, express or implied, of any kind or nature. Permittee assumes all risk and liability, and it agrees that Owner shall not be liable for any special, direct, indirect, consequential, or other damages resulting or arising from or relating to Permittee's entry, occupancy, and/or use of the Property. Permittee agrees that it does not require any notice of any specific or known condition of or on the Property, and Permittee agrees to rely solely on its own research and investigations for safety matters. Permittee agrees and understands that dangerous conditions do exist on the Property which may include, but are not limited to, the following dangerous conditions or improvements that may be encountered on the Property and that may be typical in Williamson County: private roads, trails, bridges, culverts, fences, buildings, gates or other improvements, sharp metal wire, sheet iron, deep water, holes, erosion and eroded areas, cliffs, drop offs, rough, hazardous, and dangerous driving and walking conditions, people carrying firearms on and off the Property, farm equipment, poisonous and noxious weeds, plants, plants with thorns, poisonous and venomous snakes, spiders and insects, wild animals including feral hogs, deer, foxes, wolves, bears, mountain lions and bobcats, as well as domestic livestock. Some of the animals may carry communicable diseases and may be aggressive and dangerous.
- h. Owner (and Owner's heirs, agents, employees, and assigns) shall have no liability to Permittee for, and to the extent allowed by Texas law Permittee shall indemnify and hold Owner harmless from and against, all liability, claims, demands, suits and losses of any kind related to bodily injury, death, illness, disease, or property damage of any kind, type or character (including attorney fees and court costs), provided such injury, death or damage is not caused or contributed to by the negligence or intentional conduct of the Owner. Permittee agrees that all of its activities on or affecting the Property shall

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be conducted at Permittee's sole risk, loss, cost, liability and expense, and in compliance with applicable laws and regulation. No person under the age of 18 is permitted entry into the Property under this Agreement.

1. To the extent allowed by law, Permittee shall indemnify and hold Owner harmless from and against any and all claims of unintentional lost or damaged survey stakes, as Owner maintains and operates farming equipment and keeps animals on the Property which may unintentionally result in the loss or damage of survey stakes placed on the Property.
- j. Permittee shall not allow the filing of any liens of any kind, including mechanic's or materialmen's liens, against the Property for payment of its contractors who enter the Property and perform work on Permittee's behalf or at Permittee's request.
- k. Permittee shall conduct all operations in a careful, diligent and workmanlike manner, and in compliance with all applicable federal, state, and local laws and regulations and orders of duly constituted authorities.
- l. Permittee shall notify the Owner in person or by telephone (including voice mail message) or text message to the number provided in the signature block below no less than 48 hours in advance of beginning activities on the Property, including the number of days on which activities are anticipated to be conducted, and the name and contact number for any agents or contractors who will be conducting activities on the property. All activities on the Property that are authorized by this Permit must be conducted only on Monday through Friday from 8:00 AM to 6:00 PM local time. The Owner or Owner's representative shall have the right (but shall not be required, so long as Permittee completes the advance notification requirements as outlined above) at any and all times to be present at and observe and inspect any of the activities and operations conducted hereunder at its sole risk during Permittee's entry upon the Property. Permittee shall only be allowed to conduct activities and operations on the Property which do NOT require removal or relocation of any existing animals within the work area.

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- m. Permittee shall not traverse the Property via the use of any types of vehicles, other than for carrying out any geotechnical boring activities as authorized in paragraph a. above. The bore hole drilling shall be limited to the two (2) specific locations as shown in Exhibit "B" attached hereto, and shall be completed within two (2) consecutive days from the initial entry for that specific purpose after advance notice as required in Paragraph l. above.
- n. Intentionally omitted.
- o. Each person signing this Permit certifies that he or she has the requisite capacity and authority to execute this document either individually or in his or her official capacity on behalf of Permittee or Owner.
- p. This Permit contains each and all of the rights granted to Permittee with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto.
- q. This Permit shall be effective for surveying, archeological, environmental and geotechnical activities for a time period of sixty (60) days beginning upon full execution of this Permit by all parties. If additional time is necessary, Permittee will make a request for additional time in writing with an explanation of the activities that need to be completed and the length of time needed to complete them, and such request will need to be approved by Owner and will be subject to all terms and conditions set out in this Permit.

EXECUTED in duplicate originals on the date shown below. Please keep one original and return the other.

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[signature page follows]

OWNER

Raymond E. Naivar 03/31/2021
Raymond E. Naivar Date

Diane E. Naivar 3/31/2021
Diane E. Naivar Date

512-468-5280
Telephone
512-517-8433

WILLIAMSON COUNTY/PERMITTEE

By: _____
Bill Gravell, Jr. Date
County Judge_

EXHIBIT "A"

The following properties identified by their Williamson County Appraisal District Property ID's listed below:

R019452-AW0484 NOBLES, W. SUR., ACRES 57.000

R020015 -AW0484 NOBLES, W. SUR., ACRES 1.000

EXHIBIT "B"

PLOT DRIVER: TXDOT_PDF_COLOR.pltcfg PENTABLE: FM3349.tbl
USER: LGOMEZGONDATE: 9/28/2020 TIME: 3:41:52 PM SCALE: 1:50
FILE: \



LEGEND

PROPERTY LINE (WILLIAMSON CENTRAL APPRAISAL DISTRICT)

EXISTING ROW

PROPOSED ROW

PROPOSED EDGE OF PAVEMENT

PROPOSED RETAINING WALL

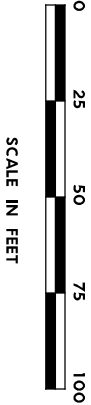
PROPOSED FRONTAGE ROAD/CROSS STREET

PROPOSED BRIDGE

COLUMNS / BENT LOCATION

BORING LOCATION

- NOTES: RETAINING WALL BORINGS WILL BE 40' IN DEPTH.
- ALL BRIDGE BORINGS WILL BE 80' IN DEPTH.
 - THERE WILL BE 10 ADDITIONAL PAVEMENT BORINGS AT 15' DEPTH.
 - ALL COORDINATES SHOWN ARE GRID COORDINATES.
 - UTILITIES PROVIDED BY OTHERS. CONTACT ONE-CALL PRIOR TO COMMENCING DRILLING.



SCALE IN FEET

PRELIMINARY-FOR INFORMATION ONLY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.

Supervised By: FELIPE S. TUDTUD

P.E. Serial No. 104836

Date: 9/28/2020

NO.

DATE

REVISION

APPROVED

WILLIAMSON COUNTY

HDR

HDR Engineering, Inc.
710 Heaters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

TEXAS Department of Transportation

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FM3349

BORING LOCATION LAYOUT

SCALE: 1"=50'			SHEET 1 OF 7	
DESIGN	FED. RD. FT	FED. RD. PROJ. NO.	HIGHWAY NO.	
GRAPHICS	\$FED\$		FM 3349	
LG	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK	TEXAS	AUS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	
	0204	02	034	1