

**SURVEY ACCESS CONSENT FORM / RELEASE OF LIABILITY  
AND INDEMNIFICATION AGREEMENT**

**WILLIAMSON COUNTY, TEXAS** ("COUNTY") is constructing, reconstructing, widening and/or maintaining improvements to the Southeast Loop/Corridor A-1 roadway improvement project (the "Project") across approximately 3.257 acres (Parcel 94, Part 1) and approximately 14.011 acres (Parcel 94, Part 2) of land in Williamson County, Texas, which property COUNTY seeks to acquire in fee simple, said property more particularly described or shown in Exhibits "A-B", attached hereto and incorporated herein for all purposes;(the "Survey Property"), and further described and depicted in the live pleadings in Cause No. 21-0921-CC2 in the County Court at Law No. 2 in Williamson County, Texas, and owned by **FUESSEL HOLDINGS, LLC** ("OWNER").

In consideration for access to the Survey Property by OWNER, by the signatures below, COUNTY hereby voluntarily executes this Survey Access Consent Form/Release of Liability and Indemnification Agreement (the "Agreement"). This Agreement does not grant easement or construction rights.

This Agreement outlines the scope of the COUNTY access to the Survey Property, wherein COUNTY seeks OWNER'S consent to access the Survey Property to perform the civil, environmental, geological and archaeological surveys on the Survey Property needed for the Project (the "Survey Operations"), including **up to three (3)** subsurface investigations (i.e., boring of core samples), provided however, that COUNTY visibly stakes and/or flags such bores and otherwise ensures that until such time as COUNTY has legal possession of the Survey Property, that no subsidence occurs in and/or around such bores.

COUNTY and/or COUNTY'S contractors, subcontractors, consultants and agents (each the "Survey Contractor"), will schedule with OWNER or OWNER's counsel a consecutive period of time in which to conduct the Survey Operations on the Survey Property such that the access period will not exceed FIVE (5) days, whether taken individually or consecutively.

COUNTY agrees that a minimum of 48 hours written or telephonic notice will be given to OWNER, as set forth in the Special Provisions below, by COUNTY or its Survey Contractor prior to COUNTY and/ or its Survey Contractor first entering the Survey Property.

COUNTY and/or its Survey Contractor will use their best efforts to schedule such Survey Operations in such a manner so as not to inconvenience OWNER.

COUNTY agrees that in no event may any access under this Agreement commence prior to 8:00 a.m. C.S.T. or continue past 5:00 p.m. C.S.T. on any given date of access, nor may access occur on any weekend, unless otherwise agreed by OWNER or OWNER's counsel in writing.

All equipment brought on to the Survey Property by COUNTY or its Survey Contractor(s) may not remain on the Survey Property overnight during such period of access.

COUNTY agrees that its access on the Survey Property is limited and that COUNTY and/or its Survey Contractor's may not access OWNER's adjacent property.

COUNTY agrees that notwithstanding any other provision herein, for safety purposes, there shall be **no wet-weather access** onto the Survey Property.

COUNTY \_\_\_\_\_ OWNER W. J.

COUNTY further acknowledges and understands that NO WARRANTY, EITHER EXPRESS OR IMPLIED, is made by OWNER as to the condition of (i) the Survey Property or (ii) any roads, buildings, gates or other improvements located on the Survey Property.

By executing this Agreement, COUNTY hereby expressly acknowledges and agrees that: (i) this document constitutes sufficient warning that dangerous conditions, risks and hazards may exist on the Survey Property, including, but not limited to, uneven terrain, holes, snakes, dangerous wildlife and livestock; and (ii) COUNTY'S participation in activities, including Survey Operations, exposes COUNTY, its employees, agents, representatives and subcontractors and their respective property, to the dangers and perils associated with such activities, including personal injury, property damage and even death. COUNTY on behalf of itself, and on behalf of its employees, agents, representatives, and subcontractors, hereby states that it expressly assumes all such dangers, risks, and hazards.

AS A MATERIAL PART OF THE CONSIDERATION FOR THE RIGHT TO ENTER AND TO ENGAGE IN ACTIVITIES, INCLUDING SURVEY OPERATIONS, ON THE SURVEY PROPERTY, TO THE EXTENT ALLOWED BY LAW, COUNTY HEREBY RELEASES AND AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER, OWNER'S MANAGERS, MEMBERS, HEIRS, EXECUTORS, LESSEES, ADMINISTRATORS AND OWNER'S RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND EACH OF THE FOREGOING'S RESPECTIVE AGENTS, EMPLOYEES, HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, (ALL THOSE PARTIES REFERENCED ABOVE IN THIS PARAGRAPH BEING HEREIN COLLECTIVELY CALLED THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES AND DAMAGES, INCLUDING THOSE RELATING TO BODILY INJURIES AND DEATH AND FURTHER INCLUDING ATTORNEYS' FEES AND COURT COSTS, RESULTING FROM AND/OR RELATING TO ANY FACTS OR CIRCUMSTANCES, ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM AND/OR RELATING TO THE SURVEY OPERATIONS ON THE SURVEY PROPERTY AND/OR THE USE OF THE SURVEY PROPERTY. COUNTY HEREBY FURTHER COVENANTS AND AGREES THAT ON BEHALF OF ITSELF ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, EXECUTORS, SUCCESSORS AND ASSIGNS NOT TO MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST ANY OF THE INDEMNIFIED PARTIES, INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH, ARISING OUT OF THE PROPERTY CONDITION OR PREMISES LIABILITY.

COUNTY further agrees that COUNTY and/or its Survey Contractor(s) will not trim, remove and/or cut any trees or growing crops located on the Survey Property during the Survey Operations. COUNTY will take precautions to care for the Survey Property, including, but not limited to, securing gates for livestock, removing its litter, and adhering to any other Special Provisions OWNER may require and as set forth in the Special Provisions below.

To the extent allowed by law, COUNTY agrees to pay for any actual damages to the Survey Property as a result of its access to the Survey Property, including, but not limited to, any actual damages to trees, growing crops, livestock timber or fences. COUNTY expressly agrees that it will cause the Survey Property to be left as nearly as possible in the condition it existed prior to the exercise of the rights granted herein.

COUNTY represents and agrees that COUNTY and its Survey Contractor(s) are prohibited from bringing firearms of any sort onto the Survey Property. COUNTY further represents that it has advised its Survey Contractor(s) of this firearm prohibition.

COUNTY \_\_\_\_\_ OWNER N.F.

COUNTY represents to OWNER that COUNTY maintains general liability insurance. COUNTY further represents to OWNER that COUNTY has required its Survey Contractor(s) to maintain commercial general liability insurance. COUNTY agrees that its Survey Contractor(s) shall be required to produce evidence of such commercial general liability insurance prior to access onto the Survey Property if requested by OWNER.

The Survey Contractors shall at all times remain respectful and polite to OWNER and shall produce identification if so requested by OWNER, the refusal of same being immediate grounds to refuse further entry of such individual onto the Survey Property.

This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or oral or written agreement between the parties with respect to the subject matter of this Agreement. The terms of this Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and including the Indemnified Parties.

**SPECIAL PROVISIONS:**

1. COUNTY and/or its Survey Contractor shall contact **Jim Spivey** at **jkspivey@svtxlaw.com** to schedule and confirm initial entry on to the Survey Property to commence Survey Operations.
2. Thereafter and until Survey Operations are complete, COUNTY and/or its Survey Contractor shall check in at the beginning of each day on the Survey Property with **Jim Spivey** at **jkspivey@svtxlaw.com** to give OWNER the opportunity to coordinate ranch operations. Special attention is called to any cattle grazing on the Survey Property.
3. COUNTY agrees that Survey Operations shall begin by 9/7/2021 and be completed by 9/10/2021.
4. Other: \_\_\_\_\_

**BY OWNER:**

DATE: 8-25-2021

BY: Norman Fuessel

Printed Name: Norman Fuessel

**BY WILLIAMSON COUNTY, TEXAS:**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

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

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

For WILLIAMSON COUNTY, TEXAS

COUNTY \_\_\_\_\_ OWNER \_\_\_\_\_