

Survey Access Agreement

This Survey Access Agreement ("Agreement") is made and entered into between H S Farms, LLC ("Grantor") and Williamson County, Texas ("Grantee").

Grantee wishes to obtain permission to conduct a linear survey along the boundary of Grantor's property, related to locating a proposed roadway across Grantor's land located in Williamson County, Texas. Said proposed roadway is known as Corridor A2, which is proposed to connect FM 3349 to SH 95.

Property Identification: The property subject to this Agreement is out of, and a portion of, the property owned by Grantor located at 2001 CR 406, Taylor, Texas 76574, said property being identified in Williamson County Appraisal District records by tax number R331423 being a 160.79 acre tract and tax number R018580 being a 19.25 acre tract. Grantor does not grant access to Grantee across Grantor's entire property or across the portion of the interior of Grantor's property that is planted with a corn crop, but instead permits Grantee access through this Agreement to only the area from the perimeter boundaries of Grantor's property up to the boundary of the corn crop, and within that area, only as reasonably necessary for Grantee's surveying activity. Grantee and Grantee's surveyor and contractors are not permitted to access across the corn crop.

Grantor hereby notifies Grantee there is a farming tenant on the property. Said tenant is S&S Raesz Farms (Steven Raesz at 512.922.8000).

For and in consideration of the covenants and agreements contained herein, Grantor does hereby grant to Grantee and Grantee's employees, agents, representatives, and contractors the non-exclusive right to enter upon the Proposed Right of Way area and the property immediately adjacent to the Proposed Right of Way area and/or access to the property boundary lines or corners that is reasonably necessary for Grantee's surveying activity and for Grantee's ingress and egress, for the sole purpose of conducting a linear survey for metes and bounds purposes, including the placement of pins or stakes, subject to and conditioned upon the following terms and provisions. The parties hereto acknowledge that Grantee has the power of eminent domain, and that this grant of access is made under threat of Grantee exercising eminent domain and related procedures.

1. Duration. Grantee agrees that all survey activities that Grantee elects to undertake under the terms of this Agreement shall be started on or after June 26, 2025 and completed before June 30, 2025 and that all rights granted to Grantee under this Agreement shall expire and terminate on June 30, 2025. Grantee will make a reasonable good faith effort to conduct all its surveying activities in three (3) days. If Grantee needs an extension of time, it must consult with Grantor or Grantor's representative. Grantor will not deny a reasonable extension of time.

2. Notice. Grantor and/or Grantor's representative may be present during Grantee's use of this Agreement. Grantee will provide at least five days notice prior to entering the property. Notice shall be provided by text and email to the following:

Wayne Svadlenak at wsvadlenak@gmail.com and at 713.249.1474 (text)
Sumer Shelton at sshelton@mehlaw.com and at 512.917.7058 (text)

3. Restrictions on Grantee's Use of the Property, Impact on the Property and Terms of Restoration and Compensation: This Agreement allows Grantee to access the property by pedestrian means only. Grantee may not use a motorized vehicle on the property. This Agreement allows staking for the purpose of conducting the linear survey of the property, but it does not permit excavation. Other than as reasonably required to carry out the activities described herein, Grantee will not cut, remove, damage or destroy any vegetation, crops, trees or landscaping. If any damage or destruction of Grantor's property, including but not limited to the crop thereon, is

caused by or attributable to Grantee's operations, or the actions of Grantee or its employees, agents, representatives or contractors, then Grantee will pay or reimburse Grantor for the repair, damage or destruction of the property. Grantee is liable for all losses and/or damages to any of Grantor's property, including but not limited to crops, to the extent the loss and/or damage is caused by Grantee's operations or the actions of Grantee or Grantee's employees, agents, representatives or contractors. In the event of such damage, Grantee agrees to pay to and reimburse Grantor for all such damages.

4. Survey Results. Within 60 days after receipt of the final survey plat, Grantee agrees to provide Grantor or Grantor's representative with copies of such survey plat.

5. Indemnification: Grantor grants this right of access for survey purposes to Grantee to perform the work required at Grantee's own risk and expense. To the fullest extent allowed by law, Williamson County, Texas shall indemnify Grantor and Grantor's tenant(s), representatives, and assigns from and against all liability, claims, suits, causes of action, costs, and expenses of whatsoever nature (including reasonable attorneys' fees) caused by or arising out of the survey work. Grantee will be responsible for the safety of all its employees, agents, representatives, contractors, consultants, and invitees who enter pursuant to this Agreement

6. Reservation of Grantor's rights, title and interest in and to the property. Grantor reserves all rights, title and interest in and to the property, and this Agreement shall in no way prejudice Grantor's right to contest the acquisition of the property or to receive full and just compensation as allowed by law for any interest in and to the property that may be needed, and damages, if any, to the remainder of Grantor's interest in and to the whole property.

GRANTOR:

H S Farms, LLC

By: Wayne Svadlenak
Wayne Svadlenak (Jun 24, 2025 07:41 CDT)
Wayne Svadlenak
Director

GRANTEE:

Williamson County, Texas

By: _____
Steven Snell, County Judge