

RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (hereinafter referred to as “**Agreement**”) is made and entered into to be effective _____, 2025, by and between **Tommie Jane Fenstermaker**, whose address is 600 Co. Rd. 201, Liberty Hill, Texas 78642, Williamson County, Texas, referred to herein as “**Grantor**,” and **Williamson County, Texas**, whose address, for purposes of this Agreement is, 710 S. Main Street, Ste. 101, Georgetown, Texas, 78626, referred to herein as “**Grantee**.”

WHEREAS, Grantor is the owner of the lands described on **Exhibit “A”** (WCAD R023064; R023065; R023072) attached hereto and made a part hereof, more particularly described herein as the “**Property**.”

WHEREAS, Grantor has the authority to grant to Grantee access to the Property as further described herein.

WHEREAS, Grantee desires to acquire the right to enter the Property **related to the Proposed County Road 201 Project** for the purposes of (i) conducting a land survey of specific points on the Property, and (ii) other non-destructive site investigations including, but not limited to, environmental investigations, avian, biological and cultural resource assessments, and geotechnical, foundation and soil tests (the “**Survey**”).

NOW, THEREFORE, in consideration of these premises and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. **Grant to Grantee**. Grantor hereby grants to Grantee, its employees, agents and contractors, the right to enter upon the Property for the sole and limited purpose of conducting the Survey. The area in which the Survey on the Property will be conducted is limited to the area being acquired but in no event greater than one hundred (100’) in width from the existing CR 201 right of way line, other than to access and document rear property corner monumentation.
2. **Term**. This Agreement shall be for a term of six (6) months from the date hereof.
3. **Damages**. Grantee, and Grantee’s contractors, agree they will not cut or trim any oak or other trees without permission. Grantee, and Grantee’s contractors, agree that any subsurface borings shall be plugged with one hundred percent (100%) cement. Grantee, and Grantee’s contractors, agree to pay for actual damages to Grantor’s Property that occurs during the Survey. Grantor’s Property includes all personal property, fixtures and improvements, including but not limited to roads, water wells, solar panels, gates, fences, wildlife, livestock, crops and grasslands. Any payment will be made to **Tommie Jane Fenstermaker** to the address in Paragraph 7.
4. **Indemnity**. Grantor and Grantee expressly acknowledge that Grantee’s authority to indemnify and hold harmless any third party is governed by [Article XI, Section 7 of the](#)

Texas Constitution, and any provision that purports to require indemnification by Grantee is invalid. Nothing in this Agreement requires that Grantee incur debt, assess or collect funds, or create a sinking fund.

5. **Insurance.** During the Term of this Agreement, Grantee, or its contractors, shall maintain appropriate liability and worker's compensation coverages at its customary levels.
6. **Notification of Entry.** Grantee shall give a forty-eight (48) hour notification prior to entering the Property for the purposes of conducting the Survey. Grantee will provide the names, positions, and cell numbers of all personnel entering the Property along with dates and approximate times of entries and exits. Grantor will provide any access codes necessary for entries and exits. The Grantee will ensure not to block any entry or exit and all gates and openings are securely closed and locked and will notify Grantor or Grantor's personnel of same upon exit. Grantee agrees to limit access between 8:00 am and 6:00 pm Monday through Friday.
7. **Contact.** The contact person for Grantor is: **Laurie Leigh Fenstemaker Pair** via email at lauriepair@sbcglobal.net and cell at 512-413-6039. The legal contact person for Grantor is: Patrick L. Reznik, Attorney. Grantee shall contact the contact person listed above and below at least forty-eight (48) hours in advance of entry for the above purposes. Notification shall be to parties listed by both email and telephone, leaving a message if no one answers.

Patrick L. Reznik
P.O. Box 1148
Dripping Springs, Texas 78620
PREZNIK@BRAUNGRESHAM.COM
ABANNER@BRAUNGRESHAM.COM
512-894-5426 (office)

8. **Counterparts.** This Agreement may be executed in multiple counterparts and by e-mail and/or fax machine copies.
9. **Miscellaneous.**
 - a. Neither Grantee nor any of its agents, employees, contractors, invitees, successors or assigns, may hunt, fish, or bring firearms, alcoholic beverages or illegal drugs on the Property provided that firearms may be carried by Grantee's licensed peace officers.
 - b. Grantee's actions under this Agreement shall at all times comply with the applicable provisions of all federal, state, and local environmental, health, and safety laws, codes, and ordinances, and all rules and regulations promulgated thereunder.
 - c. This Agreement extends to and binds the parties' heirs, devisees, executors, administrators, legal representatives, successors, and assigns.

- d. This Agreement constitutes the entire agreement between Grantor and Grantee, their respective partners, members, shareholders, officers, directors, and employees as it relates to the Survey only and no covenant or agreement not herein expressed shall be valid unless in writing and signed by the parties to this Agreement.
 - e. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Williamson County, Texas, except as otherwise provided by applicable law.
10. **Effective Date.** This Agreement does not become effective until executed by the Grantor and Grantee.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

Grantor:

By: Laurie Leigh Fenstemaker Pair

Laurie Leigh Fenstemaker Pair

Attorney-in-Fact for Tommie Jane Fenstemaker

Grantee:

Williamson County, Texas

By: _____
Steve Snell, County Judge

Date: _____

EXHIBIT "A"

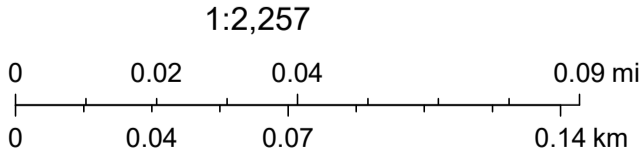
Legal Description of Property

Williamson Central Appraisal District Map



10/7/2025, 3:40:30 PM

- Parcels
- Subdivision Boundaries
- County Boundary



Williamson County TX, Maxar, Microsoft