

TEMPORARY ACCESS AGREEMENT

This agreement, entered into on September 24, 2024, is between **Patricia Daffin** (Grantor) and **Williamson County, Texas** (Grantee) for the purposes set forth below.

1. RECITALS

1.1. Grantee is a corporate and political body under Tex. Local Gov't Code 71 et seq., which proposes to construct a road known as the "Samsung Highway" in Taylor, Williamson County, Texas; which proposed road will traverse Grantor's current real property and Grantee intends to take by adverse possession.

1.2. Grantor owns property, which is more accurately described below:

Being a 70.00 acre tract of land of which 67.714 acres are situated in the Jacob Ebberly Survey, Abstract No. 923, in Williamson County, Texas and 2.286 acres are situated in the Willis Avery Survey, Abstract No. 924, in Williamson County, Texas and recorded under deed 2008045907 of the Deed Records of Williamson County, Texas.

2. AGREEMENT

2.1. Grantor authorizes Grantee¹ to enter the Property for the purposes of conducting non-invasive archaeological, environmental, and civil linear land survey and soil borings, including collecting topographic data using GPS equipment, as well as obtaining boundary monumentation and soil core samples.

- 2.1.1. Grantee must give Grantor at least 24-hour notice every time it enters the Property on non-consecutive days; if they are unavailable, Grantee may leave a voicemail message, which qualifies as reasonable notice, at the following number: [REDACTED]
- 2.1.2. Intentionally left blank.
- 2.1.3. After conducting the surveys, if Grantee intends to install surveyor tape or other physical markings, Grantor must remove any surveyor tape or other markings signifying the data points used in determining the actual parcel boundary area;
- 2.1.4. All personnel contracted with, or under the employment of, Grantee or Grantee's assigns, who have been convicted of a crime of violence or crime of moral turpitude shall not enter the Property. At no time, shall Grantee permit more than 6 personnel upon the Property at one time.

¹ Grantee is limited to only its employees, contractors, subcontractors, agents, and representatives reasonably necessary to conduct the surveys and soil borings governed by this Agreement.

- 2.1.5. Upon Grantors' request, Grantee must deliver to Grantors within 30 days of the request a copy of every available stamped survey created about the Property from the survey activities, and if an environmentally sensitive area is found, such report will be furnished to Grantor;
- 2.1.6. If a cultural survey is required by Grantee, Grantee will examine surface for artifacts and features, then, if necessary, shovel test the soil 100 feet apart to see if artifacts are present, and photograph the easement area. Grantee must not damage or remove any archeological or historical artifact if any are found in the easement or anywhere else on the Property (unless required by law).
- 2.1.7. Grantee must not remove anything (i.e., rocks, firewood, or the like) from the Property except to the extent necessary to test soil or core samples;
- 2.1.8. Grantee will not conduct any assessment on the Property except within 200 feet of either side of the proposed roadway project corridor centerline, or as otherwise necessary to identify or establish property boundary corners or other required survey control points.. If the assessment area exceeds the 200 feet boundary, Grantee must get additional permission from Grantor, in writing, to proceed;
- 2.1.9. Grantee must not bring any animals, illegal drugs, alcohol, firearms, cross bows, or any other type of weapon not used by surveyors in the performance of their duties onto the Property. Grantee shall not hunt, fish or attempt to otherwise take game on the Property;
- 2.1.10. If a natural resources survey is required by Grantee, Grantee will identify boundaries of habitats, aquatic resources, etc. and potentially dig small holes to test soil, filling in holes upon completion.
- 2.1.11. Grantee must observe all posted speed limit signs or other warning signs, if any, placed about the Property;
- 2.1.12. Grantee must keep all gates entering, and on the Property, closed or locked as the case may be;
- 2.1.13. During the inspection or survey process only, Grantee must use existing Property roads as much as reasonably possible while on the Property, and will minimize any vehicular traffic on the Property where Property roads are not available.
- 2.1.14. Grantee shall repair any damage to the surface caused or resulting from the use of same by Grantee, its employees, agents, contractors and subcontractors, and shall restore the surface to a substantially similar condition to which same existed before Grantee's entry. Grantee agrees to compensate Grantors, and to the extent applicable, Grantors' tenants and lessees, for any loss, damage or injury to crops, persons, roads, pipelines, powerlines, fences, gates, cattleguards, surface tanks, wells, real or personal property, buildings, improvements, grassland, wildlife and livestock caused by the surveys. Such payments shall not relieve Grantee of the obligation or responsibility for repair and restoration of the property in accordance

with the terms and provisions of this paragraph. Any claim of damage by Grantor shall be supported by photographic or video evidence.

2.1.15. After completion of survey activities on the Property, Grantee shall provide Grantors' agent a reasonable opportunity to inspect the Property in company with Grantee's authorized inspector. Grantee agrees to conduct and complete such cleanup and restoration as reasonably requested by Grantors' agent if caused by Grantee.

2.1.16 Point of entry shall be from FM 973.

2.2. To the extent allowed by law, Grantee hereby, agrees to indemnify, defend, and hold harmless Grantors and Grantors' employees, agents, and representatives from all claims brought by a party other than Grantors or liabilities, including any reasonable attorney's fees, courts costs, and other reasonable litigation expenses, arising from any injury to Grantee while present on the Property or to Grantee's² property located on the Property. THE INDEMNIFICATION AND HOLD HARMLESS PROVISION IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OF GRANTORS OR GRANTORS' EMPLOYEES, AGENTS, AND REPRESENTATIVES. BUT IT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED SOLELY BY THE ORDINARY NEGLIGENCE, OR BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OF GRANTORS OR GRANTORS' EMPLOYEES, AGENTS, AND REPRESENTATIVES. Notwithstanding the foregoing, the indemnity and other provisions of this agreement govern the survey activities conducted by Grantee, but shall not apply if is on Grantor's property under the terms of another agreement.

2.3. This agreement is binding upon Grantee and Grantors and their successors and assigns until the necessary title for the construction, operation, and maintenance of a roadway on the Property is acquired by Grantee or until it expires by its terms.

2.4. The rights granted hereunder are personal to Grantee and may not be assigned by Grantee in whole or in part without the prior written consent of Grantors.

2.5. This agreement shall expire 60 days after execution date signed by the Grantee, unless extended by separate written document executed by Grantors or by electronic mail message.

The parties enter into this Access Agreement as indicated by their signatures below.

GRANTOR

Patricia Daffin
2950 FM 3349
Taylor, TX 76574

By: 

Patricia Daffin

GRANTEE

WILLIAMSON COUNTY, TEXAS

By: 

Valerie Covey, County Commissioner

² In this paragraph, Grantee means Grantee's employees, contractors, subcontractors, agents, representatives, and anyone else on Grantee's behalf that enters Grantor's property.

