

**CONSENT TO EVALUATE AND INVESTIGATE
AND SURVEY PERMIT**

The undersigned John Kitsmiller and Renee Kitsmiller (“Grantors”) do hereby warrant that they are owners of the real property herein described and do hereby grant to Williamson County, Texas its successors, and its assigns (collectively, “Grantee”) permission to enter upon the following described real estate hereinafter referred to as the “Property” in Williamson County, Texas, to wit:

CR 405, Taylor, Texas 76574, Property ID R502450

Grantors herein grant to Grantee and/or its representatives the right to conduct any and all due diligence, including but not limited to surveying and engineering of said land. The engineers, surveyors, or inspectors may establish a line-of-sight survey, flag and stake said land, inspect, and conduct other inspections as to the condition of said property (“Survey”). Grantee is responsible for payment of all inspections, surveys, or reports performed at Grantee’s request and shall pay for any damage that occurs to the Property as a result of such activities.

Before commencing any work provided for herein, Grantee and all contractors hired by Grantee are to obtain and maintain, at their sole cost and expense, general-liability and property-damage insurance and workman’s compensation insurance to cover its employees and workers. Grantee shall maintain such insurance at all times during which Grantee or any of the Grantee Group shall be present on the properties owned by Grantor or at the work site. All of the policies required herein shall be endorsed to waive any rights of subrogation (which the insurance company may acquire by reason of the payment) of any claim to Grantor, its successors, or assigns. General-liability insurance shall provide for insured limits for bodily injury and death of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Workman’s compensation insurance shall be for the statutory limits, and Employer’s Liability Insurance shall have a limit of at least \$1,000,000 per occurrence. Comprehensive automobile-liability insurance insuring all owned, non-owned, and hired automobiles shall have minimum limits of liability of \$1,000,000 per occurrence for bodily injury and property damage.

To the extent allowed by law, Grantee agrees to pay any and all damages of every kind and nature suffered by the Grantor, their successors, and assigns (hereinafter “Indemnified Party(ies)”), directly caused by or arising in whole or in part out of:

- a) the conduct, acts, or omissions of Grantee or the Grantee Group; or
- b) Grantee’s breach of any term, covenant, or condition of this Survey Permit, arising out of or relating to Grantee’s Surveys, or any other negligent or intentional acts or omissions by Grantee or the Grantee Group.

To the extent allowed by law, this indemnity obligation extends to claims arising from work performed hereunder, including those for the death or personal injury of any person (including but not limited to Grantee and the Grantee Group as well as Grantors, the Indemnified Parties, or anyone else) as well as for claims for damage to property, including the loss or loss of use of enjoyment of property.


To the extent allowed by law, Grantee shall indemnify and hold Grantor and/or the Indemnified Party(ies) harmless from and against any and all fines and/or penalties that are imposed as a result of any failure to comply with the requirements of all applicable valid laws, rules, or regulations of governmental bodies having jurisdiction over the activities conducted by, or at the direction of, Grantee or the Grantee Group.

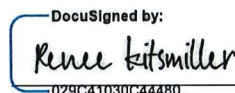
2/2/2024

EXECUTED this _____ day of February, 2024

Grantors:

JOHN KITSMILLER AND RENEE KITSMILLER

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John Kitsmiller

DocuSigned by:

029C41030C44480...
Renee Kitsmiller

GRANTEE:

Williamson County

By: _____
Printed Name

Title: _____