

Permission to Enter Upon and Use Land

This agreement is made on 1/20/2019 between Kenneth Swisher with his/her residence at 4485 County Rd 435 ("Landowner"), and Capitol Area Council with its principal place of business at 12500 North IH-35, Austin, TX 78753 ("BSA Council").

WHEREAS Landowner owns or controls the access rights to the property described in paragraph 1 below (the "Land"); and

WHEREAS BSA Council desires to use the Land (or a portion thereof) for non-commercial recreational purposes, specifically as a temporary outdoor shooting range;

NOW THEREFORE, in consideration for the mutual covenants and promises set forth in this agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- Permission to Enter and Use.** Landowner hereby grants BSA Council, its officers, directors, employees, agents, members, volunteers, invitees, and representatives (collectively, the "BSA Council Parties"), permission to enter upon and use the land (including all buildings, structures, and other such appurtenances thereto) situated at 4485 CR 435 (Street address) in the city of Cherokee (City), Tx (State) (the "Land"; see Exhibit 1), for non-commercial recreational purposes during the period 02/08/2019 (MM/DD/YY) through 02/07/2021 (MM/DD/YY), specifically the construction and operation of a temporary outdoor shooting range.
- Inspection; Equipment.** Landowner does not and shall not object to a certified National Rifle Association ("NRA") chief range safety officer approved by BSA Council entering upon the Land for the purpose of inspecting the Land during or prior to the period set forth in section 1. BSA Council Parties may bring onto the Land reasonable amounts of equipment necessary to construct and operate a temporary shooting range. Landowner will not be responsible for the maintenance, storage, or security of said equipment.
- Fee.** Access to and use of the Land as set forth in paragraph 1 above is provided at no charge. None of the BSA Council Parties is or will be liable to Landowner for any fees, payments, royalties, or other remuneration, whether financial or otherwise, for the right to enter upon and use the Land.
- Compliance; No Waiver.** BSA Council Parties will adhere to all applicable laws and regulations at all times while on the Land. This agreement does not constitute a waiver of any legal right or defense to which either party may be entitled.
- Representations and Warranties.** Landowner represents and warrants that he or she is the sole owner of the Land or has obtained a sufficient property interest necessary to grant access to the Land. BSA Council represents and warrants that it has, and shall maintain throughout its use of the Land, general liability insurance covering losses and damages, including bodily injury and property damage, arising from authorized Scouting activities.
- Binding Effect.** This agreement will be binding on the parties' heirs, legal representatives, successors, and assigns.

Landowner

Kenneth Swisher
(Signature)

Print name: Kenneth Swisher

BSA Council

By: Bill Agnell
(Signature)

Print name: Bill Agnell

Title: CAC Shooting Sports Chair & Chief RSO



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