

RIGHT OF ENTRY AGREEMENT
Williamson County, Texas

This Right of Entry Agreement ("Right of Entry"), dated _____, 2013 ("Effective Date"), is between **Williamson County** (hereinafter referred to as "County"), and **Pedernales Electric Cooperative, Inc., a Texas electric cooperative corporation** (hereinafter referred to as "Owner").

RECITALS

WHEREAS, the County has entered into a contract with Bowman Consulting Group, LTD to provide Land surveying; engineering and environmental surveying, geotechnical archaeological or historical studies and appraisal; or other related tasks as necessary as part of the Seward Junction Improvements Study; and

WHEREAS, to facilitate the engineering design work, the County and their subconsultants require access onto certain private properties to perform Land surveying; engineering and environmental surveying, geotechnical archaeological or historical studies and appraisal; or other related tasks as necessary; and

WHEREAS, the County would like to obtain permission from the Owner to enter onto Owner's property for such purposes.

The parties hereby agree as follows:

- 1. Property** - Owner grants County and its employees, agents, contractors, consultants and sub-consultants (collectively referred to as Agents), a non-exclusive temporary license for entry onto Owner's property (**Tax ID –Short: R431152; Long: R-15-4650-0000-0003**) situated in Williamson County, Texas (hereinafter referred to as "Property").
- 2. Purpose** - The sole purpose of this Right of Entry is to allow County and its Agents including Bowman Consulting Group, LTD and its subconsultants to enter onto the Property to perform only Land surveying; engineering and environmental surveying, geotechnical, archaeological or historical studies and appraisal; or other related tasks, **excluding soil boring sampling or testing**, (on the locations identified in Exhibit A attached hereto and incorporated herein by this reference) as may be deemed necessary by the County and its Agents (hereinafter referred to as "Work").
- 3. Term** – The term of this Right of Entry commences on the Effective Date and shall terminate one month after the Effective Date. Owner shall be notified a minimum of 48 hours prior to access onto Property for said Work and will be provided with a description of the nature of the Work. Owner shall have the right to have a representative present during the time that the County or its Agents are on the Property pursuant to this Right of Entry.
- 4. Damage** - County shall be responsible for any personal injury or property damage caused by its own negligent acts or omissions or those of its Agents. County shall be exclusively responsible for the safekeeping of any property placed by the County or Agents upon the Property.
- 5. Expenses** – County shall bear any and all costs and expenses associated with this Right of Entry and any use of it by County that may be incurred by County or its Agents.
- 6. Indemnification** – In consideration for granting this Right of Entry, County and Agents retained by County shall, to the extent allowed by law, indemnify, defend, and hold harmless the Owner and its officers, directors, agents, employees, consultants and volunteers from and against any and all injuries, claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from County's or Agents' entry onto or use of the Property, except for loss caused by the sole negligence or willful misconduct of the Owner and its respective officers, directors, agents, employees, consultants and volunteers. The provisions of this paragraph shall survive expiration or termination of this Right of Entry.

7. Environmental Fines and Penalties –County shall assume sole responsibility for and payment of any fines or penalties levied on the County or Owner, by any local, state or federal authority (hereinafter Authority) for breaches by County or its Agents of the Authority’s environmental regulations resulting from County’s activities on the Property. County agrees to be solely liable for the payment of all such fines and penalties except and in proportion to the extent caused by the gross negligence or willful misconduct of Owner or its respective officers, directors, agents, employees, consultants and volunteers. In addition, County understands and acknowledges that, during the course of the activities allowed by the Right of Entry, the environmental regulations implemented or imposed by the Authority on the County and Owner may change and County specifically agrees to comply with any future environmental regulations implemented or imposed by the Authority on the County or Owner. The provisions of this paragraph shall survive the expiration or termination of this Right of Entry. County or its Agents shall maintain insurance as required in Exhibit B attached hereto and incorporated herein by this reference.

8. Permitting and Compliance with Laws – County and its Agents shall conduct all activities on the Property in compliance with all applicable laws, statutes, ordinances and regulations. County shall be responsible for all permitting and compliance for this Work. The County shall assume full responsibility for any notices, violations, fines and other regulatory actions taken against the Property as a result of the Work associated with this Right of Entry.

9. Attorney’s Fees and Costs – Any party may bring a suit or proceeding to enforce or require performance of the terms of this Right of Entry, and the prevailing party in such suit or proceeding shall be entitled to recover from the other parties reasonable costs and expenses, including attorney’s fees.

10. Notices - Any notice required to be given hereunder, or which either may wish to give, shall be in writing and shall be personally delivered or sent by certified mail or registered mail, postage prepaid, addressed as follows:

OWNER

Pedernales Electric Cooperative, Inc.
PO BOX 1
Johnson City, Texas 78636
ATTN: Legal Services

COUNTY

Williamson County, Texas
710 Main Street, Suite 101
Georgetown, Texas 78626
ATTN: County Judge

Or to such other place as either party may designate by written notice.

11. Choice of Law - This Right of Entry is made under and will in all respects be interpreted, enforced, and governed by the laws of the State of Texas, without regard to rules regarding conflict of interest law. Any litigation to enforce or interpret the terms of this Right of Entry shall be brought in Blanco County, Texas.

12. Entire Agreement - This Right of Entry contains the entire agreement of the County and Owner to the subject matter herein.

13. Mechanics Liens – County shall pay immediately all costs of labor, services and materials supplied in prosecution of any work to be done on the Property under this Right of Entry. County shall keep the Property free and clear of all mechanic’s liens and any other liens. If a lien is filed against the Property as a result of the entry or use of the Property by County or its Agents, County agrees to immediately repay the lien and obtain full release from it.

14. Restoration of Property – County or its Agents shall return the Property to a condition which is at least as good as the condition in which the Property was in prior to the entry by County or its Agents, including removal of all property of County or Agents.

IN WITNESS WHEREOF, the parties have executed this Right of Entry Agreement as follows:

OWNER:

Pedernales Electric Cooperative, Inc.

Date: _____

By: _____
Name:
Title:

COUNTY:

Williamson County, Texas

Date: _____

By: _____
Name: Dan A. Gattis
Title: County Judge

EXHIBIT A

[Location of Testing]

7/20/2019 - Seward Junction Loop - 200' CR - 259 - Seward Junction Commercial Park - 200' CR - 259 - Seward Junction Commercial Park - 200' CR - 259 - Seward Junction Commercial Park

CHANG 2012 FAMILY TRUST & FRANCIS R LAI
10355 Highway 29 W, LIBERTY HILL, TX 78642
AW0590 - Smithwick, N. Sur.
2012103470.00

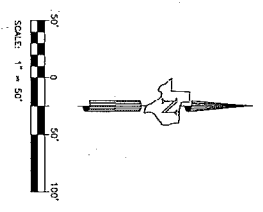
R022970

R431152
FEDERVALS ELECTRIC COOPERATIVE INC
250 CR 259, LIBERTY HILL, TX 78642
S9162 - Seward Junction Commercial Park
2005039417.00

CR 259

R022969
PASTA, SIANO
10355 Highway 29, LIBERTY HILL, TX 78642
AW0590 - Smithwick, N. Sur.
2000.00 33370.00
2000033370.00

R022967



SEWARD JUNCTION LOOP
PEC TRACT EXHIBIT

Bowman
CONSULTING
1401 West 10th Street, Suite 2700
Arlington, Texas 76010
Phone: (817) 332-1100
www.bowmanconsulting.com

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BED
CR 266, LIBER
S5337 -
200:

EXHIBIT B
INSURANCE REQUIRED

County shall maintain the following insurance coverages at its own expense during the term of this Right of Entry:

- a. Commercial General Liability Insurance in an amount not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Such insurance shall include an endorsement naming Owner as an additional insured.
- b. Auto Liability Insurance for bodily injury and property damage in an amount not less than \$1,000,000 each accident (including owned, hired and non-owned vehicles).
- c. Worker's Compensation in statutory amounts and Employer's Liability insurance as required by applicable state law.

County shall provide Owner with certificates or other evidence of insurance prior to use of the Property.