

# Right of Entry Agreement

Williamson County, Texas, a political subdivision of the State of Texas, ("County") hereby grants permission to Trio Development, LLC (Trio) for use of the area of real property that is located within the County's Berry Springs Park and Preserve tract and that is specifically depicted in the attached Exhibit "A", which is incorporated herein by reference, for work which may include land surveying, topographical, engineering, environmental, and geotechnical studies. County is only granting permission to use the area depicted in Exhibit "A" and all other areas within County's Berry Springs Park and Preserve are not subject to this Right of Entry Agreement and Trio has no rights as to such other areas. County's grant of permission to Trio for use of the above described real property is subject to remuneration on demand for physical damages actually done by Trio or any of Trio's representatives, agents, employees, subcontractors, suppliers or subconsultants and Trio hereby acknowledges and agrees to pay County for such damages. Damages will be submitted in writing to Trio and must be paid within 30 calendar days from the date of the written claim and demand for payment.

IN CONSIDERATION OF COUNTY'S GRANT OF THE PERMISSION DESCRIBED ABOVE, TRIO HEREBY AGREES TO THE FOLLOWING INDEMNITY:

TRIO AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES TO REAL OR PERSONAL PROPERTY, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, (COLLECTIVELY REFERRED TO AS "LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY TRIO, TRIO'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH TRIO INCLUDING, WITHOUT LIMITATION, TRIO'S CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, AS WELL AS ANY OTHER ENTITY OVER WHICH TRIO EXERCISES CONTROL DURING TRIO'S USE OF THE COUNTY'S PROPERTY UNDER THIS RIGHT OF ENTRY AGREEMENT.

THE TERMS AND CONDITIONS THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS RIGHT OF ENTRY AGREEMENT OR THE SUSPENSION OF TRIO'S USE OF THE PROPERTY HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM TRIO IS NOT LEGALLY LIABLE, TRIO'S OBLIGATIONS SHALL BE IN PROPORTION TO TRIO'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

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This Right of Entry Agreement is not effective until signed by the County and Trio. The County executes this Right of Entry Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Williamson County, Texas, so authorizing. Trio's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that Trio has the obligation to ensure compliance with this Right of Entry Agreement by itself and its employees, agents, and representatives.

This Right of Entry Agreement shall be effective as of the date of the last party's execution of this Right of Entry Agreement.

**Williamson County, Texas**

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

Date: \_\_\_\_\_, 2016

**Trio Development, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2016

## **EXHIBIT “A”**