

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RIGHT OF ENTRY AND POSSESSION
(CR 176 at RM 2243 Project)

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

Recitals:

A. The undersigned ("*Grantor*") is the owner of certain real property located in or adjacent to the proposed location of a 42-inch storm water line (the "*Project Improvement*") to be constructed by Williamson County, Texas (the "*County*") as part of the County's CR 176 at RM 2243 project (the "*Project*").

B. The County has advised Grantor that it intends to acquire an easement across a portion of Grantor's property for the Project (the "*Easement*"), through negotiation or by purchase under threat of condemnation or, if Grantors and the County are unable to agree on the terms of acquisition, through condemnation.

C. The County has advised Grantor that it must have possession of certain property to perform studies for and to initiate construction of the Project Improvement.

D. As an accommodation to the County, Grantor is willing, pursuant to the terms of this Agreement, to allow the County to take possession of the portion of Grantor's property that is located within the "Property Boundary" shown on **Exhibit A** (the "*Easement Area*"), and the area of Grantor's property located within 50 feet of the Easement Area (the "*Working Area*") to perform studies relating to the Project and to initiate construction of the Project Improvement within the Easement Area prior to the County's acquisition of the Easement through negotiation, purchase under threat of condemnation or condemnation.

Agreement:

Therefore, Grantor and the County agree as follows:

1. Right of Entry. Upon full execution of this Agreement, and subject to the terms of this Agreement, the County and its contractors and assignees may enter onto and have possession of the Easement Area and the Working Area for the purpose of surveying, conducting site review and analysis, and permitting, and the actual construction of the Project Improvement within the Easement Area, prior to the County's acquisition of the Easement and a temporary construction easement over the Working Area (the "*Temporary Construction Easement*") through negotiation, purchase under threat of condemnation or condemnation.

2. The County's Rights. Subject to the terms of and except as otherwise provided in this Agreement, the County will have the right to clear trees and vegetation, to fill and grade, and to construct the Project Improvement within the Easement Area, and will also have the temporary right to enter onto and use the Working Area for purposes related to the construction of the Project Improvement within the Easement Area. The County must confine its work to the

Easement Area and the Working Area and may not use or enter any other or surrounding property of Grantor (the "Remainder") for access or any other purpose.

3. The County's Obligations: Liability Insurance.

(a) The County, to the extent allowed by law, will be responsible, to the exclusion of any such responsibility of Grantor, for any property damage, including environmental liability, and personal injury or death arising out of or connected to its activities in or on the Easement Area and the Working Area, as determined by a court of competent jurisdiction.

(b) Prior to the initiation of any work on the Easement Area or any use of the Working Area, the County must require its contractor for the Project Improvement (the "Contractor") to obtain, and must require each of its consultants, engineers, contractors and assignees who will enter upon or utilize the Easement Area and/or the Working Area to obtain, a policy or policies of insurance, in at least the minimum amounts required by the provisions of the current Williamson County Project Construction Manual for the Roadway Improvements, naming Grantor as an additional insured. This liability insurance must be maintained in effect at all times during which the Contractor is, or such consultants, engineers, contractors or assignees are, performing work on or within the Easement Area and/or the Working Area and must provide that it may not be canceled without at least ten days' written notice to Grantor, and a certificate of insurance, confirming the required coverage, must be provided to Grantor prior to the County, the Contractor, or the consultant, engineer, contractor or assignee in question entering upon or commencing any activity on or within the Easement Area and/or the Working Area.

(c) The County will be obligated to relocate any existing fencing that is removed or damaged as a result of its work to the boundary between the Easement Area and the Remainder.

(d) Upon completion of the Project Improvement, or each phase thereof, as the case may be, the County must: (i) clean up and remove all construction debris, including stakes, tape or other markers placed on the property, trash, and construction-generated spoils; (ii) restore all areas of the disturbed by construction activity to prior existing natural grade; (iii) once all disturbed areas are prepared, properly install wood fiber, bio-degradable erosion control matting on all disturbed areas; and (iv) re-vegetate all disturbed areas.

4. Reservation of Grantors' Rights. This Agreement will not prejudice, in any way, Grantor's right to receive full and just compensation for the Easement and the Temporary Construction Easement, including any improvements thereon, and for any damage to the Remainder. By entering into this Agreement, Grantor does not waive any legal rights, causes of action, claims, demands or defenses under the Constitution of the United States, the Constitution and statutes of the State of Texas, the common law or any other provision of law or equity that Grantor may have in connection with the County's exercise of its power of eminent domain, including Grantor's right to contest procedural issues and Grantor's rights relating to damages to and compensation for the Remainder. Grantor expressly reserves, and does not waive, any claim Grantor may have for damages if any activity permitted under this Agreement affects or creates a situation or condition that is detrimental to the value of the Remainder. Grantor reserves the right to challenge, contest or appeal any aspect of the proceedings for acquisition, excluding only the County's authority to condemn. Grantor does not waive any of its legal rights, including any right to appeal or otherwise complain of any award by the Special Commissioners or a court of competent jurisdiction. Grantor expressly reserves fee title (including the mineral estate) to the Easement Area and the Working Area. The rights and privileges granted by this Agreement will automatically terminate upon Grantor's execution and delivery of the Easement and/or Temporary Construction Easement, whether as a result of a

sale or negotiation, or the rendition of a final judgment in condemnation by a court of competent jurisdiction; provided, however, that the insurance liability and restoration provisions of this Agreement will survive any such closing, sale or conveyance.

5. Good Faith Negotiation. The County agrees to negotiate with Grantor in good faith with respect to the value of the Easement Area and Working Area, the damage to the Remainder and any related issues. If the parties fail to reach an agreement within 60 days from the date of this Agreement, Grantor may, by written notice to County at any time thereafter, require the County to proceed with condemnation and schedule a hearing at the earliest practical time. A delay in Grantor's exercise of this right will not constitute a waiver of its right to do so.

6. Date of Taking. For negotiation or condemnation purposes, Grantor and the County agree to and hereby designate the date of taking (on which the value of the Easement Area and Working Area is to be determined, and any damages to the Remainder are to be assessed) as the date of closing of any sale or the date any award rendered by the Special Commissioners is deposited by the County in the registry of the court, whichever is applicable.

7. Deposit of Award; Effect of Agreement. The County agrees to deposit any award of the Special Commissioners in the registry of the court within the time required to make such deposit in accordance with applicable State law governing possession in a statutory eminent domain case. The provisions of this Agreement will survive the institution of any condemnation proceedings by the County. This Agreement will terminate upon (a) Grantor's execution and delivery of the Easement and Temporary Construction Easement, if applicable, whether by sale or as a result of negotiation, or (b) 30 days after the filing of a Special Commissioners' award covering the Easement Area, the Working Area and damages to the Remainder unless the County deposits the Special Commissioners' award in accordance with Texas law governing possession in a statutory eminent domain case by such date.

8. Authority. The parties each represent and warrant to the other that the signatories to this Agreement have the requisite power and authority to enter into this Agreement, to perform their respective obligations hereunder, and to complete the transactions contemplated by this Agreement. The parties have each taken all action, corporate and otherwise, necessary to authorize the execution and delivery of this Agreement and the performance of their respective obligations under this Agreement and to complete the transactions contemplated hereby.

9. Binding Effect. This Agreement will be binding upon the legal representatives, successors, assigns, contractors and subcontractors of each of the parties.

10. Execution: Counterparts. This Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement, the signature pages taken from separate, individually executed counterparts may be combined to form multiple fully executed counterparts. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument. A facsimile signature or electronic signature will be deemed to constitute an original signature, and will have the same force or effect.

Executed to be effective on _____, 2020.

GRANTOR:

HM Parkside, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation

By: [Signature]
Blake J. Magee, President

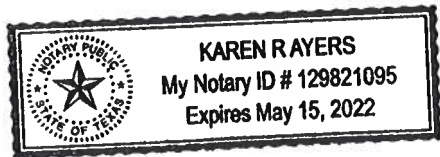
Date: 3/4/20

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 4 day of March, 2020, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, general partner of HM Parkside, LP, a Texas limited partnership on behalf of said corporation and limited partnership.

(seal)



[Signature]
Notary Public, State of Texas

ACCEPTED AND AGREED TO BY:

WILLIAMSON COUNTY, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____,
2020 by _____, _____ of the
Williamson County, Texas, on behalf of the County.

(seal)

Notary Public, State of Texas

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