

RIGHT OF ENTRY AGREEMENT
(Survey)

This Right of Entry Agreement (the "**Agreement**") is made this 9/13/2022 2022 (the "**Effective Date**") by and between Joseph and Tanya Michelle Blanco, with an address for notice of 3040 CR 255, Georgetown, Texas 78633 ("**Grantor**") and agents or employees of Williamson County, with an address for notice of 100 Wilco Way, CO201, Georgetown, Texas 78626 ("**Grantee**") relating to those certain lands in Williamson County, Texas, described in **Exhibit "A"** attached hereto and incorporated herein by this reference, as if set forth fully herein (the "**Property**"). Grantor and Grantee are collectively referred to herein as the "**Parties**".

RECITALS

- A. Grantee is currently in the process of attempting to locate and eventually construct an expansion of County Road 255 (Roadway Expansion) across Grantor's Property.
- B. Grantee has requested that Grantor grant Grantee a right of entry to enter the Property to only conduct a lineal survey and other survey-related activities in connection with Grantee's proposed future Roadway Expansion.
- C. Grantor is agreeable to granting Grantee the right to conduct the survey and survey-related activities in accordance with the terms and conditions of this Agreement.

AGREEMENT

Grantor hereby grants to Grantee, on behalf of Grantee, its agents, representatives, contractors, successors and assigns (collectively, "**Grantee Parties**"), the right to only conduct a lineal survey and related activities, including but not limited to performing civil surveys, environmental/cultural surveys, archeological examinations and/or the taking of geotechnical bores and samples (collectively "**Survey Activities**") on the Property relating to the proposed construction, installation, maintenance, use and repair of the Roadway Expansion on the Property and any other related right or appurtenance needed in conjunction with the Roadway Expansion within the area depicted and described in Exhibit "A" (the "Survey Area"). Furthermore, the Grantor and Grantee hereby covenant and agree to the following terms and conditions:

- 1. Grantee shall conduct the Survey Activities in a diligent and workmanlike manner, and in compliance with all applicable federal, state, and local laws and regulations and orders of duly constituted authorities. Grantee agrees that in the exercise of the rights granted herein it will not unreasonably interfere with any property owned by Grantor other than the Property. Notwithstanding the foregoing, Grantee shall have foot, four wheelers, and ATV's access to the Survey Area sufficient to determine survey boundary lines. Except as otherwise contained in this Agreement, neither Grantee nor any of Grantee's Parties shall access any building or structure located on any portion of the Property outside the Survey Area without written permission of Grantor. Grantee shall enter the Property via Grantor's drive, unless directed by Grantor in writing to enter the Property at another location. The gates will be closed and locked following each entry or exit at that location, and all internal gates that must be opened for passage will be closed following each passage. Any vehicles used by Grantee to access the Property shall use the existing roads

and not drive off said roads and Grantee shall use its best efforts to limit vehicular traffic to said road(s). Grantee shall promptly restore the roads used by Grantee or Grantee Parties and any other portion of the Property damaged by Grantee or Grantee Parties to the condition that existed just prior to Grantee or Grantee Parties accessing the Property as reasonably practicable. Grantee shall enforce upon Grantee Parties a twenty (20) mile per hour speed limit on all roads accessed by the Grantee or Grantee Parties on the Property. Grantee or Grantee Parties will not drive vehicles on roads within the Property that are muddy enough to cause a rut of one inch or greater in depth.

2. If Grantee cuts or removes any brush Grantee shall spray the base with a commercial chemical sufficient to prevent resprouting.

3. Archeological Survey Standards provision intentionally deleted as not applicable to this Property.

4. **GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, LEGALLY DESIGNATED AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL LIENS, THIRD PARTY CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES), EXPENSES, DAMAGES, ACTUAL LOSSES AND THIRD PARTY CAUSES OF ACTION ASSERTED BY PERSONS OR ENTITIES UNAFFILIATED WITH THE INDEMNIFIED PARTIES FOR DAMAGES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS TO THE EXTENT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR STRICT LIABILITY OF GRANTEE PARTIES. GRANTEE SHALL NOT DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS INDEMNIFIED PARTIES FOR SUCH PARTIES' SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.**

5. Prior to execution of this Agreement, Grantee shall furnish Grantor a certificate of insurance evidencing coverage in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) maintained by Grantee in connection with the Survey Activities.

6. Grantee shall pay Grantor for all actual damages caused by Grantee to the Property in connection to its Survey Activities. Any such claims shall be submitted in writing and accompanied by reasonable documentation supporting the same.

7. Grantee agrees that all Grantee Parties performing any Survey Activities on the Property shall carry a fire extinguisher in their motor vehicle at all times while on the Property. **Neither Grantee nor any of Grantee parties shall light a fire of any sort, including tobacco or other smoking products on the property.**

8. Grantee will not bring or have in their possession, firearms, or devices resembling firearms, unless for security purposes. No smoking, alcohol, illegal drugs, hunting or fishing are allowed on the property at any time. The contents of any vehicle on the property may be inspected at any time by Grantor's

representatives for the purpose of verifying compliance with the provisions of this Agreement. Violator's may be prosecuted at Grantor's sole discretion.

9. Grantee's field representative in charge shall, not less than seventy-two (72) hours or three (3) days (except in emergencies) prior to initial entry upon the Property, notify Grantor at 737.245.1968 of their intent to enter upon said premises and the time and purpose of entry. **In the event that a notification of entry is not sent, Grantor may evict Grantee or its contractor, employee, or agent from the Property.**

10. If, and to the extent that, Grantee drills into the soil on the Property for purposes of taking geotechnical bores and samples, Grantee will tamp or press the soil around the drilling site in an attempt to reasonably prevent settling of the soil. Grantee will, insofar as reasonably practicable, restore any portion of the Property that is disturbed by Grantee's Survey Activities on the Property to a condition as near as reasonably practicable as existed just prior to Grantee's conducting of the Survey Activities. Notwithstanding the foregoing, Grantee agrees that if Grantee Parties make a rut on the Property while crossing a wetland, creek, riverbed, or sandy area in connection with conducting the Survey Activities, Grantee shall, at Grantor's discretion: (1) pay to Grantor \$300 per acre of disturbed land rutted by Grantee's Survey Activities; or (2) restore the rutted land disturbed by Grantee's Survey Activities to the same or substantially similar condition as the land was in just prior to Grantee disturbing the same. Upon Grantor's receipt of such payment, Grantee will have no further liability, obligation, or responsibility to reseed.

11. Grantee agrees to provide to Grantor, or its designee, a copy of any certified plats or surveys resulting from the Survey Activities on the Property within a reasonable time after the date that Grantee obtains such certified plats or surveys in written or electronic printable format, except that should Grantee elect to not move forward with acquisition, no such plat or survey need be provided to Grantor.

12. Grantee will reasonably maintain the Property clean of all litter and trash from the Survey Activities and Grantee will remove any litter, trash, or debris left by any Grantee Parties during and as a result of the Survey Activities. Grantee agrees that neither Grantee nor Grantees Parties will participate in any activities on the Property that do not directly relate to the Survey Activities authorized hereunder.

13. Grantee, at its sole cost and expense, shall obtain such licenses, permits or authority from federal, state, municipal or other governmental bodies or agencies as may be necessary and shall comply with all applicable regulations of such bodies or agencies and shall also pay any and all federal, state, municipal or other taxes, fees or assessments imposed or levied as a result of the Survey Activities described herein.

14. This Agreement shall terminate forty-five (45) days after the Effective Date, unless otherwise agreed to in writing by the parties. The indemnity obligation set forth in Paragraph 4 above survives termination of this Agreement.

15. This Agreement shall be construed, governed and administered in accordance with the laws of the State of Texas.

16. This Agreement embodies the entire agreement between the Parties and supersedes any and all agreements, representations, warranties, or statements which may have been made between the parties prior to the date hereof, whether express, implied, written, or verbal, concerning the subject matter hereof and this Agreement shall not be modified or amended except by written instrument executed by each party hereto.

17. Grantee agrees to furnish, within 30 days of their receipt, copies of any final certified survey relating to the Property the subject of this Agreement except that should Grantee elect to not move forward with acquisition, no such survey need be provided to Grantor.

[Signature page follows.]

Executed on the dates indicated below, to be effective as of the Effective Date.

GRANTORS:

Joseph and Tanya Michelle Blanco

By: 
Joseph Blanco

By: 
Tanya Michelle Blanco

Date: 7/13/2022

GRANTEE:

Williamson County, Texas

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"
Legal Description of Property

Proposed County Road 255 Project —Right of Entry Request
R419737, Williamson County, Texas

