

RIGHT OF ENTRY AGREEMENT

Owner: Williamson County, Texas
710 S. Main Street, Suite 301
Georgetown, TX 78626

Project: CR 199 Reconstruction Project

Owner hereby grants permission and Right of Entry to the City of Hutto ("COH"), its agents and contractors to the area of real property that is specifically depicted in the attached Exhibit "A", which is incorporated herein by reference, (the "Property"), upon the following terms and conditions:

1. The undersigned acknowledges that the COH is conducting field investigations for the construction of CR 199 Reconstruction Project (the "Project").
2. The COH, its employees, agents and contractors, may enter upon the Property for the purposes of boundary (ground) and topographic surveying to determine elevation changes and surface features across the site, environmental field investigations to identify any potential environmental hazards (including wetlands, endangered species, and historical artifacts), archaeological surveying and hand-shovel excavation to avoid disturbance of cultural resources, geotechnical bores and soil testing to assess the load bearing capacity and consolidation potential of the soil substratum and to determine the presence / depth of groundwater, subsurface utility engineering to determine the presence of existing buried utility lines (electric power, water, sewer, gas, communication, etc.) within and near the site, surveys of vehicular movement adjacent to the site to determine the potential impact of construction traffic on surrounding roadways (Traffic Impact Analysis), field testing to predict and mitigate potential construction noise and ground vibration impacts to the surrounding community, visual appraisals, and other preliminary work necessary to assess and determine the feasibility of the Project on the Property (the "Work"). The COH's agents and contractors for this Work includes but is not necessarily limited to: Freese and Nichols, Inc; SAM LLC; 7Arrows Land Staff; and Titan Commercial Valuation.
3. This Right of Entry shall expire the latter of January 31, 2025 or one year from the date of execution. The Right of Entry is not revocable for the term herein granted.
4. In connection with the Work described herein, minor brush cutting and tree trimming may be necessary. COH and its agents will make every effort possible to keep such cutting and trimming to a minimum. Any trimmed brush or branches shall be removed from the Property by COH upon completion of the Work described herein.
5. To the extent allowed by law, COH agrees to require its agents and contractors to indemnify the Owner for any damages caused by its agents or contractors because of the activities described herein and performed upon the Property. The COH, its employees, agents and contractors will maintain insurance providing coverage for any reasonably foreseeable damages or injuries that may occur during the Work on the Property at insurance coverage levels that are customary within their respective industries.
6. If any action of the COH, its employees, agents, or contractors, in the exercise of this Right of Entry Agreement, results in damage to the Property and such damage is not restored to the condition of the property, real or personal, existing before the COH's entry onto the Property, Owner shall provide written notice to the COH of such damage within thirty (30) days from the date of occurrence and provide COH an opportunity to investigate and repair the damage prior to any compensation and/or

settlements for the damage. In the event COH fails to investigate and repair the damage within thirty (30) days from the date of COH's receipt of the Owner's notice of such damage, the Owner may take action to complete repairs to restore the condition of the property, real or personal, to the condition that it existed before the COH's entry onto the Property. The Owner may submit a written demand for compensation to the COH for the reasonable necessary costs incurred by the Owner in undertaking such repairs, supported by receipts or other documentation. The COH shall respond to the Owner's demand within ten (10) days of receipt by paying any undisputed amounts of the demanded compensation; however, the COH shall have the right to withhold any disputed repair costs claimed by the Owner and to seek to reach an agreement on final settlement of the demand amount. If the parties are unable to reach an agreement on any withheld disputed repair costs within thirty (30) days of the Owner's demand for compensation, the parties agree to first attempt to resolve the dispute through non-binding mediation prior to pursuing any other remedies available to the parties.

7. Survey tasks may involve a field crew walking and surveying within the Property and the use of various surveying equipment to identify the Property corners and to perform standard land survey work.

8. Environmental field investigations will be performed on-foot and may entail the need to investigate-habitat or areas that may include threatened or endangered species. The investigation may involve limited hand excavation, such as a series of shovel-dug probes. Any excavations that are conducted will be backfilled, compacted, and the surface will be returned as closely as practicable to its original state.

9. The COH, its employees, agents and contractors may temporarily store, move, and remove equipment and supplies that are necessary to perform the Work and to perform any other directly relatable work tasks which may be necessary to perform the Work. Such equipment and supplies shall be removed from the Property by the COH, its employees, agents, and contractors within a reasonable time after completing the Work, but in no case later than the expiration date of this Right of Entry Agreement.

10. The COH shall give a twenty-four (24) hour notice to the Owner at the contact information set forth below, that the COH, its employees, agents and contractors will be entering the Property for the purposes set forth and described above.

11. The undersigned certifies that he or she is the Owner, or the duly authorized agent of the Owner, of the land described above.

Executed on the _____ day of _____, 20____

Owner:

Signed: _____

Printed Name: _____

Title: _____

Owner's Contact Information:

Attn: _____

_____, TX _____

Phone: (____) _____

Email: _____

Special Conditions *(For Owner to complete. Please include information such as access instructions or locked gate combinations, and tenant names, addresses, and phone numbers, if applicable.):*

All Work by the City of Hutto, its agents and contractors shall be performed and limited to the area of real property that is specifically depicted in the attached Exhibit "A", which is incorporated herein by reference (the "Property").

AFTER SIGNING, PLEASE RETURN TO:

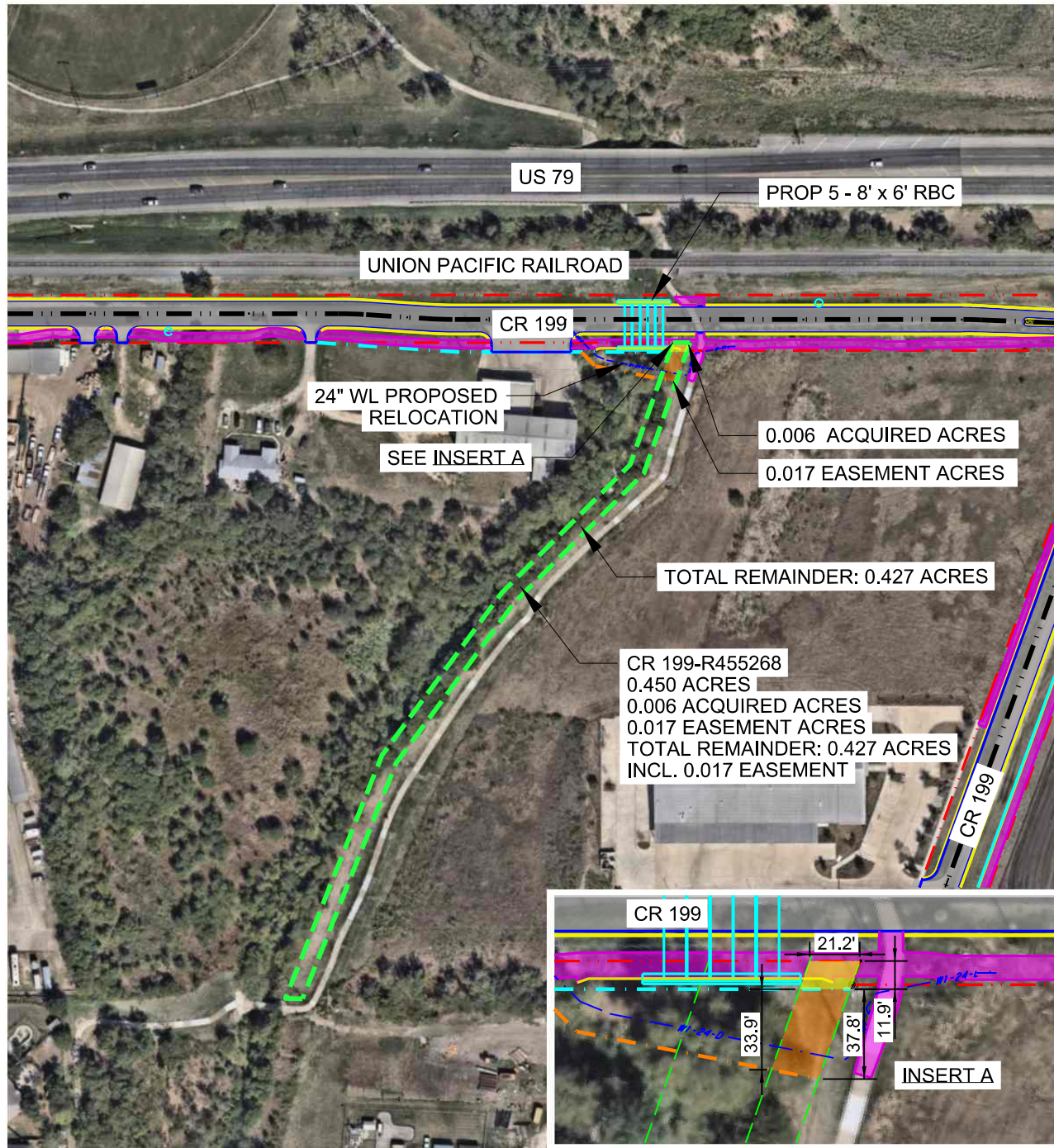
City of Hutto
Attn: City Secretary
500 W Live Oak Street
Hutto, Texas 78634

Exhibit "A"
Property

The boundaries of the Property subject to this Right of Entry Agreement is specifically depicted below, with such Property being a portion out of the 1.43-acre and 0.45-acre properties identified as Williamson County Appraisal District Parcels R655165 and R455268, out of the William Gatlin Survey, Abstract No. 271, in Williamson Conty, Texas, as acquired by Williamson County for the extension of the City of Hutto hike and bike trail, as recorded in that certain court judgment recorded as Document No. 2004010590, Official Public Records, Williamson County, Texas.

[City to provide depiction of area of the properties on which City work will be conducted under this Right of Entry.]

EXHIBIT "A"



0 100' 200'
HORIZ. SCALE IN FEET

- PROPOSED CENTERLINE
- - - EXISTING ROW
- - - PROPOSED ROW (SUBJECT TO CHANGE)
- - - PROPOSED EASEMENT (SUBJECT TO CHANGE)
- [] AFFECTED PROPERTY BOUNDARY
- [] PROPOSED ROW ACQUISITION AREA
- [] PROPOSED PAVEMENT
- [] PROPOSED SIDEWALK/SHARED USE PATH
- [] PROPOSED EASEMENT

CR 199
FROM FM 1660 TO CR 132

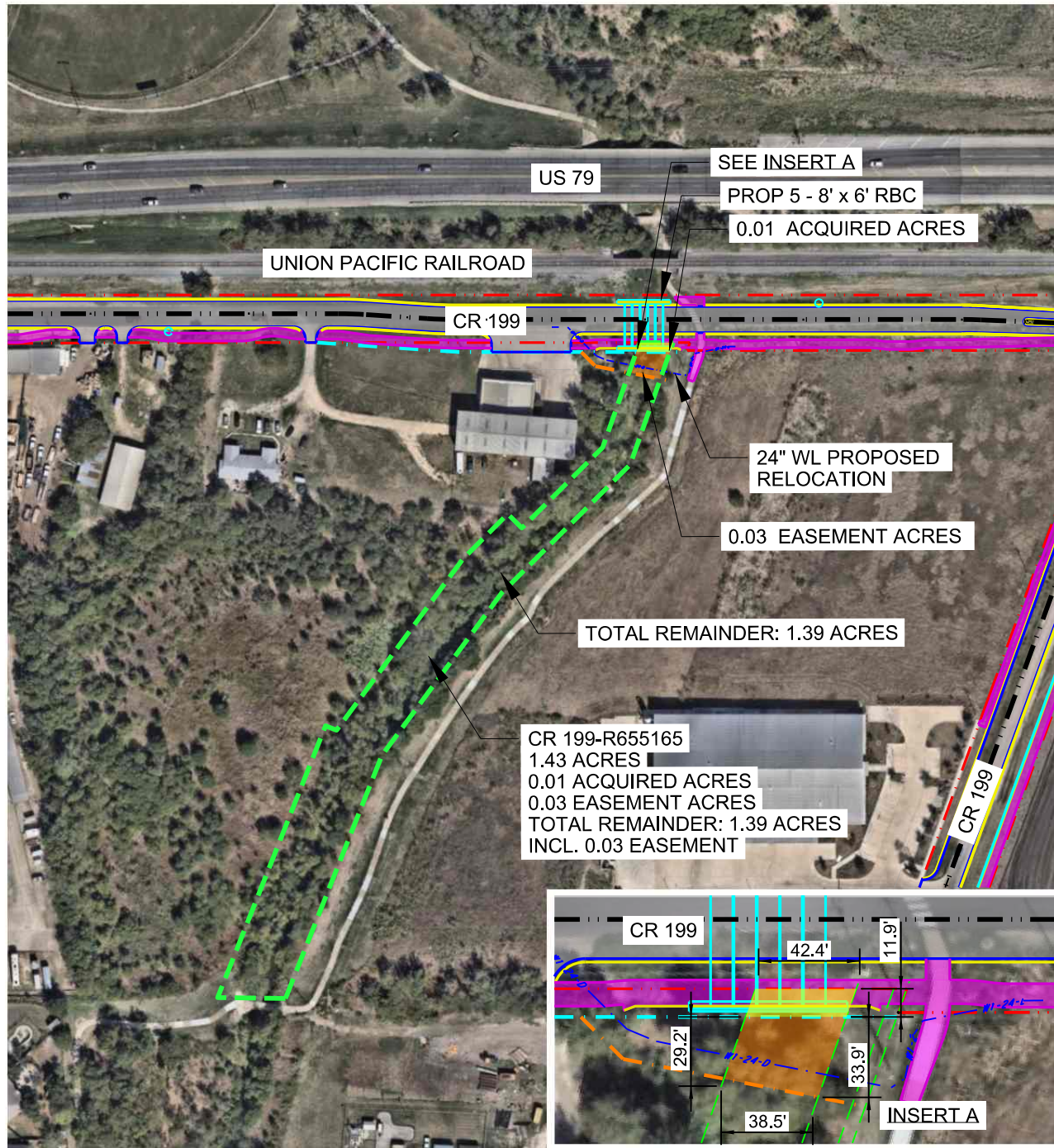
PROP ID R455268
CITY OF HUTTO



**FREESE
NICHOLS**
10431 Morado Circle
Building 5, Suite 300
Austin, TX 78759
Phone - (512) 617-3100
Web - www.freese.com

PRELIMINARY ANALYSIS - SUBJECT TO CHANGE

EXHIBIT "A"



0 100' 200'

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CR 199
FROM FM 1660 TO CR 132

PROP ID R655165
CITY OF HUTTO



**FREESE
AND
NICHOLS**

10431 Morado Circle
Building 5, Suite 300
Austin, TX 78759
Phone - (512) 617-3100
Web - www.freese.com

PRELIMINARY ANALYSIS - SUBJECT TO CHANGE