

TEMPORARY RIGHT OF ENTRY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, WC Round Rock Land Partners, LP, is the fee simple owner of certain tracts of land located at 1 Cypress Cove, Round Rock, Texas 78665 and 2 Cypress Cove, Round Rock, Texas 78665 more particularly described as Cypress Addition, Block A, Lot 1 (79.381± acres), Williamson County, Texas and Cypress Addition, Block A, Lot 2 (30.426± acres), Williamson County, Texas (herein "the Property"); WC Round Rock Land Partners, LP together with its officers, directors, partners, employees, professionals, representatives, consultants, and affiliates are referred to herein as "Owner" for the purposes of this Agreement; and,

WHEREAS, Williamson County and its employees, agents, consulting engineers, contractors, sub-contractors or other representatives, (herein "Condemnor") is desirous of obtaining a Temporary Right of Entry that will permit it the right to enter into and upon the Property, for the sole purposes of land surveying, topographical, engineering, environmental, geotechnical services upon said tract, and for repairing, restoring or curing the property following any request to repair, restore or cure the Property consistent with Paragraph 9 herein; and,

WHEREAS, Owner is desirous of granting permission to Condemnor to assist Condemnor in completing the land surveying, topographical, engineering, environmental, and geotechnical services, or the referenced repairs, restoration or cures upon said tract on the subject tract subject to the below conditions;

NOW, THEREFORE,

It is understood and agreed by the parties hereto that this Temporary Right of Entry is hereby given by Owner to Condemnor, upon the following terms and conditions:

1. That Condemnor, its agents and contractors, shall have the right to enter the Property from and after July 7, 2016, for a period not to exceed nine (9) months, unless extended which extension shall not be reasonably denied, for the purposes described herein. Condemnor shall provide notice to Owner's authorized representative by telephone and email (Aaron Albright, Phone: (512) 809-3924; email: aalbright@wccapitalgroup.com) at least three (3) days prior to each entry onto the Property for the purposes stated herein. Owner reserves the right to have any of its authorized representative(s) be present for any or all operations being performed as a result of the use of this Temporary Right of Entry. Owner agrees to cooperate with Condemnor in allowing Condemnor to have access to the Property under the terms described herein and for the purposes described herein. Condemnor shall not have the

right to enter the Property for any other purpose other than the purposes described herein.

2. That Condemnor shall avoid disturbing paved or heavily landscaped areas, and shall, to the extent reasonably possible, only disturb those areas that are not improved. Any digging or other disturbance of the ground shall immediately be returned as closely as possible to the condition which existed prior to the entry by Condemnor, and all gates will be left in the same manner as they were prior to entry by Condemnor. Some trimming of underbrush and branches for access and line of sight surveying is allowable. No access way to the Property shall be blocked either fully or partially at any time.

3. That Condemnor agrees that it will, at regular intervals and at the termination of this Temporary Right of Entry Agreement, remove any and all trash and other debris brought upon the Property by Condemnor, its employees, servants, agents, or contractors.

4. That Condemnor agrees that it will not discharge any hazardous substances, as that term is defined by applicable law, upon the Property and if any hazardous substances are discharged on the Property, Condemnor will promptly remediate any damage.

5. That any gates used by Condemnor will be closed and secured by Condemnor after passing through same. Further, no fences will be cut or damaged by Condemnor.

6. That the grant herein made shall not prejudice or impair, in any way, Owner's rights to receive full and just compensation for the interest that may be acquired by Condemnor in the Property plus remainder damages, if any, as well as any and all relocations benefits available to Owner under applicable statutes, and that Owner reserves all rights, title, and interest in and to the Property.

7. That Condemnor further agrees that, promptly upon completion thereof or the receipt of a written request therefor, whichever occurs sooner, to make available to Owner for inspection and copying, the final report, survey, assessment, schematic, plans or engineering document created by or on behalf of Condemnor, resulting from the entry to the Property granted herein, including but not limited to surveys and environmental reports, and any other final reports pertaining to the Property's physical condition, which are in Condemnor's possession, custody, or control. Condemnor further agrees to provide Owner with all engineering plans and preliminary schematics, drawings, and plans depicting the Williamson County roadway project that is the subject of this Temporary Right of Entry in accordance with this paragraph.

8. That Condemnor its employees, agents, consulting engineers, contractors, sub-contractors or other representatives working on Condemnor's behalf and gaining access under this Temporary Right of Entry agree **to indemnify, defend, and hold Owner harmless from all claims, liability, and damages arising from, or in any way**

connected with the access of the Property pursuant to this Temporary Right of Entry and/or for the purposes described herein, whether by Condemnor, its employees, agents, consulting engineers, contractors, sub-contractors or other representatives, under said Temporary Right of Entry, except for such claims, liabilities, or damages arising from Owner's sole gross negligence or willful misconduct.


9. That Condemnor will promptly and fully repair, restore, cure or reimburse Owner for any and all damage to any real or personal property of Owner caused by Condemnor's actions and/or the actions of its employees, agents, consulting engineers, contractors, sub-contractors or other representatives within thirty (30) calendar days from the date of occurrence or the date Owner notifies Condemnor of the damage, whichever is earlier. Condemnor shall make said repairs, restorations or cures or pay any of the sums which may become due and owing hereunder as a result of the actions or inactions of its employees, agents, consulting engineers, contractors, sub-contractors or other representatives. Owner shall not be required to seek action or recovery of any of such sums from the offending entity, rather Condemnor shall ensure that the proper action or payment of such sums to Owner occur in accordance with this paragraph, and then it will be Condemnor's burden to seek repayment should it so desire.

IN WITNESS WHEREOF, Owner and Condemnor have caused this instrument to be executed on this _____ day of _____ 2016.

OWNER(S):

WC Round Rock Land Partners, LP

By: WC Round Rock Land Partners GP, LLC,
its General Partner

By: 
Name: Natin Paul
Title: Manager

CONDEMNOR:

Williamson County

By: _____

Printed Name: _____

Title: _____

connected with the access of the Property pursuant to this Temporary Right of Entry and/or for the purposes described herein, whether by Condemnor, its employees, agents, consulting engineers, contractors, sub-contractors or other representatives, under said Temporary Right of Entry, except for such claims, liabilities, or damages arising from Owner's sole gross negligence or willful misconduct.


9. That Condemnor will promptly and fully repair, restore, cure or reimburse Owner for any and all damage to any real or personal property of Owner caused by Condemnor's actions and/or the actions of its employees, agents, consulting engineers, contractors, sub-contractors or other representatives within thirty (30) calendar days from the date of occurrence or the date Owner notifies Condemnor of the damage, whichever is earlier. Condemnor shall make said repairs, restorations or cures or pay any of the sums which may become due and owing hereunder as a result of the actions or inactions of its employees, agents, consulting engineers, contractors, sub-contractors or other representatives. Owner shall not be required to seek action or recovery of any of such sums from the offending entity, rather Condemnor shall ensure that the proper action or payment of such sums to Owner occur in accordance with this paragraph, and then it will be Condemnor's burden to seek repayment should it so desire.

IN WITNESS WHEREOF, Owner and Condemnor have caused this instrument to be executed on this _____ day of _____ 2016.

OWNER(S):


WC Round Rock Land Partners, LP

By: WC Round Rock Land Partners GP, LLC,
its General Partner

By: 
Name: Natin Paul
Title: Manager

CONDEMNOR:

Williamson County

By: 
Printed Name: DAN A GATTI
Title: County Judge