

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 linear 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, contractors, suppliers, service providers or consultants 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 thirty (30) calendar days from the date of the written claim and demand for payment.

This Right of Entry Agreement shall be effective as of the date of the last party's execution herein below ("Effective Date"). Trio shall have ninety (90) days from the Effective Date to conduct the above mentioned studies and tests. In the event Trio is unable to fully perform such studies and test within said time period, Trio must request that the County extend this agreement for an additional amount of time.

Trio shall identify every contractor, firm and/or service provider that will be performing the studies and test described herein to the County's Parks and Recreation Director, in writing, at least ten (10) business days before conducting any such tests or studies. Trio shall not use any contractor, firm and/or service provider to which County has an objection. Trio's contractor, firm and/or service provider shall not be changed without County's prior written consent.

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

Right of Entry Agreement
Page 2

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.

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.

Williamson County, Texas

By: 
Dan A. Gattis, County Judge

Date: 12-27-_____, 2016

Trio Development, LLC

By: GARY Newman 

Title: President

Date: 12/22/16_____, 2016

EXHIBIT "A"

