

Right of Entry Agreement

Williamson County, Texas, a political subdivision of the State of Texas, ("County") hereby grants permission to City of Georgetown, Texas, a Texas home-rule municipal corporation, (City) for use of the linear area of real property located within the County's Berry Springs Park and Preserve 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 areas 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 City has no rights as to such other areas.

County's grant of permission to City for use of the above described real property is subject to remuneration on demand for physical damages actually done by City or any of City's representatives, agents, employees, contractors, suppliers, service providers or consultants and City hereby acknowledges and agrees to pay County for such damages. Damages will be submitted in writing to City and must be paid within thirty (30) calendar days from the date of the written claim and demand for payment.

Prior to commencing any field work, studies or tests under this Right of Entry Agreement, City shall require its contractors, suppliers, service providers and/or consultants to obtain Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1.0 Million per occurrence and \$2.0 Million in the aggregate and name County as an additional insured under such coverage. Furthermore, City shall not allow any of its contractors, suppliers, service providers and/or consultants to commence work to be performed in connection with this Right of Entry Agreement until all required insurance has been obtained and a certification of coverage issued by the insurer has been provided to the County.

The term of this Right of Entry Agreement shall commence on December 1, 2017 and continue thereafter until April 30, 2018. In the event City is unable to fully perform such studies and test within said time period, City and County may mutually agree, in writing, to extend this Right of Entry Agreement.

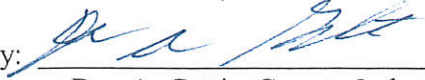
City shall provide a weekly testing schedule to the County's Parks Director prior to testing being performed each week within County's Berry Springs Park and Preserve, as well as provide a status update on all prior testing and any issues or damages resulting from such testing. City shall identify every 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. City shall not use any contractor, firm and/or service provider to which County has an objection. City's contractor, firm and/or service provider shall not be changed without County's prior written consent. At City's expense, Dr. Kemble White, PhD, PG of Cambrian Environmental shall oversee all subsurface testing and provide all testing protocol oversight to provide adequate protection of County's springs and other natural resources within County's Berry Springs Park and Preserve. To the extent that Dr. White deems his presence is necessary onsite during any testing, the City shall provide compensation for his onsite services.

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.

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City's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that City 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: 11-14, 2017

City of Georgetown, Texas

By: 

Title: MAYOR

Date: November 14, 2017

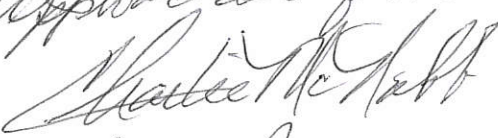
Approved & for:

City Attorney

EXHIBIT “A”

