

TEMPORARY RIGHT OF ENTRY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, Jacaruso Holdings LLC (herein "Owner"), is the fee simple owner, whether one or more, of a certain tract of land described as **County Tax ID No. R021373** (herein "the Property"); and,

WHEREAS, Williamson County, and its employees, agents, consulting engineers, contractors, sub-contractors or other representatives, (collectively called the "County") is desirous of obtaining a Temporary Right of Entry that will permit it the right to enter into and upon the Property, for the purpose of surveying and performing archeological, environmental, and geotechnical services upon said tract; and,

WHEREAS, Owner is desirous of granting permission to the County to assist the County in completing the requested completing the requested surveying, archeological, environmental, and geotechnical services 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 the County, upon the following terms and conditions:

1. That the County, its agents and contractors, shall have the right to enter the Property from and after August 1, 2019 for a period not to exceed three (3) months for the purposes described herein. The County shall provide written notice to Owner's authorized representative (Tim P. Miller) and to counsel for Owner (Barron & Adler, LLP, attn: Chris Clough) at least two (2) 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 the County in allowing the County to have access to the Property under the terms described herein and for the purposes described herein. County shall not have the right to enter the Property for any other purpose other than the purposes described herein.

2. That the County 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 the County, and all gates will be left in the same manner as they were prior to entry by the County. Some trimming of underbrush and branches for access and line of sight surveying is allowable. No accessway to the Property shall be blocked either fully or partially at any time.

3. That the County 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 the County, its employees, servants, agents, or contractors.

4. That the County 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, the County will promptly remediate any damage.

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

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 the County 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 the County further agrees, upon the receipt of a written request, to make available to Owner for inspection and copying, the final report, survey or assessment 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 the County's possession, custody, or control.

8. To the extent permitted by the laws and Constitution of the State of Texas, the County will indemnify, defend and hold Owner harmless against any and all claims for personal injury of third parties and damages to the property of third parties that are caused by the County's use of the Property; provided Owner promptly notifies the County of any such claim and provides the County with the opportunity to defend against the claim. The foregoing indemnity shall not include any amounts payable as a result of the use or possession of the property by Owner or pursuant to settlements that have not been approved in advance by the County. The County will cause its employees, agents, consulting engineers, contractors, sub-contractors or other representatives authorized to enter the Property under this Agreement (collectively called the "County") to be responsible for the safety of all the County's employees, agents, consulting engineers, contractors, sub-contractors or other representatives who enter onto the Property at the direction of the County.

IN WITNESS WHEREOF, Owner and the County have caused this instrument to be executed on this 13th day of August 2019.

OWNER(S):

Jacaruso Holdings, LLC


By: 

Printed Name: William Jacaruso

Title: Manager & Partner

COUNTY:

Williamson County

By: 

Printed Name: Bill Grawett Jr.

Title: Williamson County Judge