

Williamson County – Liberty Hill Bypass Project
Property ID: R473965 & R433112

TEMPORARY RIGHT OF ENTRY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, Car-Ma Family LP (herein “Owner”), is the fee simple owner, whether one or more, of a certain tract of land marked as tracts 41 and 42 on Exhibit A attached hereto and described as 700 Stubblefield Lane, Liberty Hill TX 78642 and Property ID: R473965 & R433112 (herein “the Property”); and,

WHEREAS, Williamson County, Texas, 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 purpose of above-ground linear surveying and performing non-invasive archeological and non-invasive geotechnical inspection and data collection services upon said tract; and,

WHEREAS, Owner hereby grants permission to Condemnor to assist Condemnor in completing the requested above-ground linear surveying and non-invasive archeological and non-invasive 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 Condemnor, upon the following terms and conditions:

1. That Condemnor, its agents and contractors, shall have the right to enter the Property from the date of execution by Condemnor, for a period not to exceed sixty (60) days, subject to written extensions from Owner, for the purposes described herein. Condemnor shall provide written notice to Owner’s authorized representative (Michael Dadash at michael@infiniterecovery.com) and to counsel for Owner (Barron, Adler, Clough & Oddo, LLP, attn: Nick Laurent at laurent@barronadler.com) 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 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 accessway 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, 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 Condemnor's possession, custody, or control.

8. By execution below, Condemnor acknowledges that Condemnor has been advised by Owner of the existence of hazards which may exist on the Property including but are not limited to: abandoned barbed wire fences which may lie within vegetation; broken glass or pottery which may lie within vegetation; wild boar herds, poisonous snakes, coyotes, and other predators; abandoned water wells and other trenches, holes, and ditches which may lie within vegetation; and the conduct by third parties of illegal hunting with firearms without permission of Owner. TO THE EXTENT ALLOWED BY LAW, CONDEMNOR AND 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, INCLUDING ATTORNEYS' FEES, 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 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. Condemnor shall 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 recovery of any of such sums from the offending entity, rather Condemnor shall pay such sums to Owner and then it will be Condemnor's burden to seek repayment should it so desire.

10. That in connection with the survey work to be performed on the Property, Condemnor will stake the width at intervals of at minimum 200 feet and the length of the proposed permanent and/or temporary parcel(s) in question.

11. That Condemnor and its contractors will maintain insurance providing coverage for any damage or injuries during survey activities at levels customary in their respective industries, or as otherwise required by policies, procedures, or contracts of Condemnor.

IN WITNESS WHEREOF, Owner and Condemnor have caused this instrument to be executed on this 18th day of August 2020.

OWNER(S):

Car-Ma Family LP

CONDEMNOR:

Williamson County, Texas

By:

Carlos Guerra

By:

Bill Gravel Jr.

Printed Name:

CARLOS GUERRA

Printed Name:

Bill Gravel Jr.

Title:

member

Title:

County Judge

Liberty Hill Bypass

Legend

- Easement
- Existing ROW
- Liberty Hill Bypass Parcel (Acquired)
- Liberty Hill Bypass Parcel (To be Acquired)
- Property Lines
- Proposed ROW

