

TEMPORARY RIGHT OF ENTRY AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

WHEREAS, BRANDY POWELL (herein "Owner"), is the owner, whether one or more, of a certain tract of land described in Exhibit A attached hereto and described herein as "the Property"; and,

WHEREAS, Williamson County, Texas and its employees, agents, consulting engineers, contractors, sub-contractors or other representatives, (herein the "County" and together with Owner referred to as the "Parties") 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 and geotechnical services upon said tract; and,

WHEREAS, Owner hereby grants permission to County to assist County in completing the requested surveying and archeological 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 County, upon the following terms and conditions:

1. That County, its agents and contractors, shall have the right to enter the Property for a period not to exceed two (2) months from the Effective Date, for the purposes described herein. This grant and right of entry shall expire and be of no further force and effect upon the expiration of sixty (60) days after the date indicated below adjacent to the authorized signature (the "Effective Date"). The Effective Date may only be amended in writing by the Parties. County shall provide written notice to Owner's authorized representative (_____ at _____) and to counsel for Owner (Barron, Adler, Clough & Oddo, LLP, attn: _____ at _____) 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 County in allowing 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 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 County, and all gates will be left in the same manner as they were prior to entry by 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 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 County, its employees, servants, agents, or contractors.

4. That 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, County will promptly remediate any damage.

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

8. By execution below, County acknowledges that County 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 ALLOWABLE BY LAW, COUNTY AND ITS EMPLOYEES, AGENTS, CONSULTING ENGINEERS, CONTRACTORS, SUB-CONTRACTORS OR OTHER REPRESENTATIVES WORKING ON COUNTY'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 COUNTY, ITS EMPLOYEES, AGENTS, CONSULTING ENGINEERS,

SAID TEMPORARY RIGHT OF ENTRY, EXCEPT FOR SUCH CLAIMS, LIABILITIES, OR DAMAGES ARISING FROM OWNER'S SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

9. That County will promptly reimburse Owner for any and all damage to any real or personal property of Owner caused by County's actions and/or the actions of its employees, agents, consulting engineers, contractors, sub-contractors or other representatives.

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

11. That County and its contractors will maintain insurance providing coverage for any damage or injuries during survey activities at levels customary in their respective industries.

IN WITNESS WHEREOF, Owner and County have caused this instrument to be executed on this 23 day of January 2023.

OWNER(S):

BRANDY POWELL N/K/A
BRANDY POWELL WEAVER

By: Brandy Powell Weaver

Printed Name: Brandy Powell Weaver

Role: OWNER

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: Valerie Covey

Printed Name: Valerie Covey

Title: Presiding Officer