

TEMPORARY RIGHT OF ENTRY AGREEMENT

Owner: LB Warren, LLC
1011 Cypress Creek Rd
Suite 203
Cedar Park, Texas 78613-4468

Property: Limited to the portion of the I2 Corridor that is proposed to run through that certain 232.441-acre tract of land, more or less, located within Williamson County, Texas being more particularly described by the metes and bounds on Exhibit "A" attached hereto (the "Property")

Project: Williamson County I2 Corridor – Parcel R022886

Owner grants a temporary right of entry upon the Property to County (defined below), its agents and contractors, upon the following terms and conditions:

1. The undersigned acknowledges that Williamson County ("County") is conducting studies for the construction of a future I2 classified roadway in the County. County, its employees, agents and contractors, may enter upon the Property from and after the date of full execution of this document for a period not to exceed six (6) months for the purposes of boundary (ground) and topographic surveying, appraisal services, geotechnical testing, subsurface investigations, mechanical excavation for cemetery location investigation, and utility location/design assessment. 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 this temporary right of entry. County shall not have the right to enter the Property for any other purpose other than the purposes described herein.
2. 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, agents, or contractors.
3. County, its employees, agents and contractors agree to access the Property through existing gates by pedestrian or rubber-tire equipment only. No steel or rubber track equipment will be used in connection with the activities performed upon the Property.
4. 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 during the survey and related activities authorized by this Temporary Right of Entry Agreement, County will promptly remediate any damage.

5. All tools, equipment and other personal property taken upon or placed upon the Property by County, its employees, agents and contractors for survey, testing or site investigation purposes shall remain the property of County, its employees, agents and contractors. Said tools, equipment and personal property may be removed by County, its employees, agents and contractors at any time within a reasonable period after completing the activities set forth in this Right of Entry Agreement.
6. In connection with the tasks described herein minor brush cutting and tree trimming may be necessary. County and its agents will make every effort possible to keep this to a minimum. Any subsurface investigation or digging shall avoid damage to adjacent trees. Any trimmed brush or branches shall be removed from the Property by County upon completion of the work described herein..
7. County shall give a minimum of 48-hours advance notice to the Owner (at the most current contact information available for the Owner as provided by the Owner) that the County, its employees, agents and contractors will be entering the property for the purposes set forth above. Owner and its representatives may be contacted at vnagi@eai-re.com, sreddy@eai-re.com and tgatewood@eai-re.com.
8. The right of entry is not revocable for the term herein granted.
9. The undersigned certifies that he or she is the owner, or the duly authorized agent of the owner, of the land described above.
10. To the extent allowed by law, County agrees to indemnify the Owner for any damages caused by its employees, agents, consulting engineers, contractors, sub-contractors or other representatives as a result of the activities described herein and performed upon 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 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 the Property at the direction of the County.
11. County and its contractors will maintain commercially reasonable insurance providing coverage for any damage or injuries during site investigation activities, subsurface investigations, survey activities, appraisal services, utility location/design assessments and any and all other activities conducted by County on the Property, at levels customary in their respective industries and/or as required for standard Williamson County contract terms.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed effective as of the latest date identified below..

The undersigned, acknowledge and agree to the terms and conditions of the above Temporary Right of Entry Agreement.

OWNER:

LB WARREN, LLC,
a Texas limited liability company

By: LBLN LLC,
a Texas limited liability
its manager:

By: 

Vinod Nagi, Manager

Date: _____

COUNTY:

WILLIAMSON COUNTY

By: 

Bill Gravell, Jr., County Judge

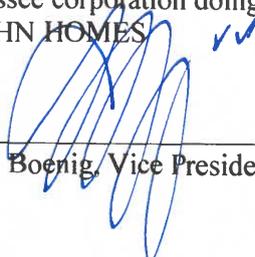
Date: May 8, 2024

CONSENT AND ACKNOWLEDGMENT OF BROHN

The undersigned ("Brohn"), acknowledges and consents to the above Temporary Right of Entry Agreement, including the terms and conditions of the Temporary Right of Entry Agreement.

BROHN:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as BROHN HOMES

By:  _____
Aaron J. Boenig, Vice President

Date: 4.25.24

CONSENT AND ACKNOWLEDGMENT OF LENDER

The undersigned ("Lender"), as the holder of lien(s) on the Property, acknowledges and consents to the above Temporary Right of Entry Agreement, including the terms and conditions of the Temporary Right of Entry Agreement.

LENDER:

FIRST NATIONAL BANK TEXAS,
a Texas state-chartered bank

By: 
Jeff Bridges, Market President

Date: 4/23/2024