

RIGHT OF ENTRY AGREEMENT
(Survey)

This Right of Entry Agreement (the "**Agreement**") is made this MAY 2ND, 2024 (the "**Effective Date**") by and between Colin Strong, Independent Executor of the Estate of Jon Strong, Linda I. Strong and Michael Alan Strong, with an address for notice of 5103 Briargrove Lane, Dallas, TX 75287-7558 and 1365 County Road 143, Georgetown, TX 78633-4603, ("**Grantor**") and Williamson County with an address for notice of Sheets & Crossfield, LLPC, 309 East Main Street, Round Rock, TX 78664 ("**Grantee**") relating to those certain lands in Williamson County, Texas, described in **Exhibit "A"** attached hereto and incorporated herein by this reference, as if set forth fully herein (the "**Property**"). Grantor and Grantee are collectively referred to herein as the "**Parties**".

RECITALS

- A. Grantee is currently in the process of purchasing certain property interests for the proposed construction of CR 143 from Grantor
- B. Grantee has requested that Grantor grant Grantee a right of entry to enter the Property for the sole purpose of the land and topographical surveying, engineering, utility test holes or other related tasks in connection with Grantee's proposed future development of CR 143.
- C. Grantor is agreeable to granting Grantee the right to conduct the survey and survey- related activities in accordance with the terms and conditions of this Agreement.

AGREEMENT

Grantor hereby grants to Grantee, on behalf of Grantee, its agents, representatives, contractors, successors and assigns (collectively, "**Grantee Parties**"), the right to only conduct a lineal survey and related activities, including but not limited to performing civil surveys, environmental/cultural surveys, archeological examinations and/or the taking of geotechnical bores and samples (collectively "**Survey Activities**") on the Property relating to the proposed construction, of CR 143 (the "**Project**") on the Property. Furthermore, the Grantor and Grantee hereby covenant and agree to the following terms and conditions:

1. Grantee shall conduct the Survey Activities in a diligent and workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations and orders of duly constituted authorities. Grantee agrees that in the exercise of the rights granted herein it will not interfere with any property owned by Grantor other than the Property. Notwithstanding the foregoing, Grantee shall have foot access to the Property sufficient to determine survey boundary lines. Except as otherwise contained in this Agreement, neither Grantee nor any of Grantee's Parties shall access any building or structure located on any portion of the Property outside the Survey Area without written permission of Grantor. Grantee shall enter the Property via _____, unless directed by Grantor in writing to enter the Property at another location. The gates will be closed and locked following each entry or exit at that location, and all internal gates that must be opened for passage

will be closed following each passage. Any vehicles used by Grantee to access the property shall use the existing roads and not drive off said roads and Grantee shall use its best efforts to limit vehicular traffic to said road. Grantee shall promptly restore the roads used by Grantee or Grantee Parties and any other portion of the Property damaged by Grantee or Grantee Parties to the condition that existed prior to Grantee or Grantee Parties accessing the Property. Grantee shall enforce upon Grantee Parties a ten (10) mile per hour speed limit on all roads accessed by the Grantee or Grantee Parties. Grantee or Grantee Parties will not drive vehicles on roads within the Property that are muddy enough to cause a rut of one inch or greater in depth.

2. If Grantee cuts or removes any brush Grantee shall spray the base with a commercial chemical sufficient to prevent resprouting. Grantee agrees to purchase such chemical as recommended by Natural Resources Conservation Service's field office in Williamson County, Texas.

3. Grantor agrees to follow the Archeological Survey Standards for Texas as published by the Texas Historical Commission relating to the archeological survey component of the Survey Activities. If Grantee encounters any fossils, bones, historical, archeological and/or paleontological remains while conducting the Survey Activities, Grantee agrees that it will not disturb said remains, will provide Grantor with written notice of such discovery, and will temporarily cease Survey Activities within a twenty-five foot (25') radius of such discovery (the "Discovery Site") until the earlier of (i) such time as either a paleontologist or archaeologist, to be retained by the Grantor, evaluates the Discovery Site and, if applicable, provides recommendations on proceeding with paleontological or archaeological activities near the Discovery Site in an effort to limit potential damages to the Discovery Site or (ii) ten (10) business days. Grantor agrees to provide Grantee written notice of all recommendations (the "Recommendations") made by the paleontologist or archaeologist on proceeding with activities at the Discovery Site and Grantee shall adhere to all Recommendations related to Survey Activities located at the Discovery Site while conducting its Survey Activities.

4. **GRANTEE SHALL DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS GRANTOR, GRANTOR'S HEIRS, SUCCESSORS, ASSIGNS, TRANSFEREES, EMPLOYEES, AGENTS, LESSEES, CONTRACTORS, SUBCONTRACTORS, AS WELL AS TRUSTEES, BENEFICIARIES, RELATIVES, PARTNERS, OFFICERS, DIRECTORS AND RELATED OR AFFILIATED ENTITIES (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL LIENS, CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ACCOUNTANT'S FEES, ENGINEER'S FEES, CONSULTANT'S FEES AND EXPERT'S FEES), EXPENSES, DAMAGES, LOSSES AND CAUSES OF ACTION FOR DAMAGES BECAUSE OF INJURY TO PERSONS (INCLUDING DEATH) AND INJURY OR DAMAGE TO OR LOSS OF ANY PROPERTY OR IMPROVEMENTS RESULTING FROM OR ARISING OUT OF GRANTEE OR GRANTEE PARTIES PRESENCE, ACTIVITIES ON THE PROPERTY OR WHICH ARE CAUSED BY THE ACTS AND/OR OMISSIONS OF THE GRANTEE OR GRANTEE PARTIES ON THE PROPERTY, UNLESS CAUSED BY THE WILLFUL OR INTENTIONAL ACTS OF THE INDEMNIFIED PARTIES.**

5. Prior to execution of this Agreement, Grantee shall furnish Grantor a certificate of insurance evidencing coverage in an amount not less than One Million and No/100 Dollars (\$1,000,000.00) maintained by Grantee in connection with the Survey Activities.
6. Grantee shall pay Grantor for all damages caused by Grantee to the Property in connection to its Survey Activities.
7. Grantee agrees that all Grantee Parties performing any Survey Activities on the Property shall carry a fire extinguisher in their motor vehicle at all times while on the Property. **Neither Grantee nor any of Grantee parties shall light a fire of any sort, including tobacco or other smoking products on the property.**
8. Grantee will not bring or have in their possession, firearms, or devices resembling firearms. No smoking, alcohol, illegal drugs, hunting or fishing are allowed on the property at any time. The contents of any vehicle on the property may be inspected at any time by Grantor's representatives for the purpose of verifying compliance with the provisions of this Agreement. Violator's may be prosecuted at Grantor's sole discretion.
9. Access to the property may be suspended during livestock calving season or during hunting season at the discretion of the Grantor.
10. Only Grantee company-marked vehicles shall be used; provided, however, it shall be permissible for contractors or subcontractors, whose names are contained in a list furnished to Grantor by Grantee, to use any vehicle which bears the name of any such contractor or subcontractor or which may be such contractor or subcontractor personal vehicles during Survey Activities. Grantee's field representative in charge shall, not less than seventy-two (72) hours or three (3) days (except in emergencies) prior to initial entry upon the Property, notify Grantor **Mike Strong at 972-672-1578** of their intent to enter upon said premises and the time and purpose of entry (and shall provide re-notifications if Grantee or its representatives are absent from the Property for more than two (2) consecutive days). **In the event that a notification of entry is not received, Grantor may evict Grantee or its contractor, employee, or agent from the Property.**
11. If, and to the extent that, Grantee drills into the soil on the Property for purposes of taking geotechnical bores and samples, Grantee will tamp or press the soil around the drilling site in an attempt to reasonably prevent settling of the soil. Grantee will, insofar as reasonably practicable, restore any portion of the Property that is disturbed by Grantee's Survey Activities on the Property to a condition as near as reasonably practicable as existed just prior to Grantee's conducting of the Survey Activities. Notwithstanding the foregoing, Grantee agrees that if Grantee Parties make a rut on the Property while crossing a wetland, creek, riverbed, or sandy area in connection with conducting the Survey Activities, Grantee shall, at Grantor's discretion: (1) pay to Grantor \$300 per acre of disturbed land rutted by Grantee's Survey Activities; or (2) restore the rutted land disturbed by Grantee's Survey Activities to the same or substantially similar condition as the land was in just prior to Grantee disturbing the same. Upon Grantor's receipt of such payment, Grantee will have no further liability, obligation, or responsibility to reseed.

12. Grantee will, insofar as practicable, restore any portion of the Property that is disturbed by Grantee's Survey Activities on the Property to a condition as near as practicable as existed prior to Grantee's conducting of the Survey Activities. Notwithstanding the foregoing, Grantee agrees that if Grantee Parties make a rut on the Property while crossing a wetland, creek, riverbed, or sandy area in connection with conducting the Survey Activities, Grantee shall restore and reseed said area to at least 85% grass cover by _____, 20__, or at Grantor's request when it would be most beneficial for the land, with a comparable native seed to be selected by the Natural Resources Conservation Service in Williamson County, Texas and notify Grantor of such actions. If Grantor believes that any reseeding efforts required pursuant to the immediately preceding sentence have not been successful by _____, 20__, Grantor agrees to notify Grantee in writing, whereupon Grantee shall have an opportunity to investigate and will perform remedial actions to water and/or establish the seed at Grantee's sole cost and expense and at the request of Grantor when it would be most beneficial for the land.
13. Grantee agrees to provide to Grantor, or its designee, a copy of any plats, maps or archeological survey reports resulting from the Survey Activities on the Property within twenty (20) days of the date that Grantee obtains such plats, maps or archeological survey reports in written or electronic printable format.
14. Grantee will maintain the Property clean of all litter and trash from the Survey Activities and Grantee will remove any litter, trash or debris left by any Grantee Parties during and as a result of the Survey Activities. Grantee agrees that neither Grantee nor Grantee's Parties will participate in any activities on the Property that do not directly relate to the Survey Activities authorized hereunder.
15. Grantee, at its sole cost and expense, shall obtain such licenses, permits or authority from federal, state, municipal or other governmental bodies or agencies as may be necessary and shall comply with all regulations of such bodies or agencies and shall also pay any and all federal, state, municipal or other taxes, fees or assessments imposed or levied as a result of the Survey Activities described herein.
16. This Agreement shall terminate at midnight on _____, 20__, unless otherwise agreed to in writing by the parties. The indemnity obligation set forth in Paragraph 4 above survives termination of this Agreement.
17. This Agreement shall be construed, governed and administered in accordance with the laws of the State of Texas.
18. This Agreement embodies the entire agreement between the Parties and supersedes any and all agreements, representations, warranties, or statements which may have been made between the parties prior to the date hereof, whether express, implied, written, or verbal, concerning the subject matter hereof and this Agreement shall not be modified or amended except by written instrument executed by each party hereto.
19. Grantee agrees to furnish, within 3 business days of their receipt, copies of any survey, testing report, market study and/or appraisal reports referencing or relating to the property the subject of this Agreement.

Executed on the dates indicated below, to be effective as of the Effective Date.

GRANTOR:

Linda I. Strong, Jon P. Strong
& Michael Alan Strong

By: 

Name: Colin Strong

Title: Independent Executor of the
Estate of Jon Strong

Date: 5/2/2024

GRANTEE:

Williamson County, Texas

By: *Valerie Covey*

Name: Valerie Covey

Title: Presiding Officer

Date: May 22, 2024

By: _____

Name: Linda Irvine Strong

Title: _____

Date: _____

By: _____

Name: Michael Alan Strong

Title: _____

Date: _____

Executed on the dates indicated below, to be effective as of the Effective Date.

GRANTOR:

Linda I. Strong, Jon P. Strong
& Michael Alan Strong

GRANTEE:

Williamson County, Texas

By: _____

Name: Colin Strong

Title: Independent Executor of the
Estate of Jon Strong

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: Linda Irvine Strong

Name: Linda Irvine Strong

Title: _____

Date: 5/2/24

By: Michael A. Strong

Name: Michael Alan Strong

Title: _____

Date: 5/2/24