

RIGHT OF ENTRY AGREEMENT
(Survey)

This Right of Entry Agreement (the "**Agreement**") is made this _____, 20__ (the "**Effective Date**") by and between Linda I. Strong, Jon P. Strong & 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 as closely as practicable 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.

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 any.

4. TO THE EXTENT ALLOWED BY LAW, 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 NEGLIGENT OR INTENTIONAL ACTS OF THE INDEMNIFIED PARTIES.

5. Grantee shall require its agents and/or contractors entering the Property to maintain liability insurance coverage in minimum amounts required by standard Williamson County Road & Bridge project standards or contracts at all times during accomplishment of the Survey Activities.

6. Grantee shall pay Grantor for all damages caused by Grantee to the Property in connection to its Survey Activities.

7. **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.

10. 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 until such notification requirement is met.**

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.

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.

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.

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. 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 thirty (30) days of written request by Grantor, copies of testing reports related to the activities performed hereunder, if any.

20. If Grantee's activities under this Agreement are for purposes of surveying any portion of the Property for the proposed acquisition of a public roadway improvement project, Grantee agrees to stake or otherwise mark the boundary line(s) of the proposed right of way.

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

GRANTOR:

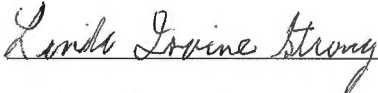
Linda I. Strong Jon P. Strong
& Michael Alan Strong

By: 

Name: Colin Strong

Title: Independent Executor of the
Estate of Jon Strong

Date: 6/25/2024

By: 

Name: Linda Irvine Strong

Title: _____

Date: _____

By: 

Name: Michael Alan Strong

Title: _____

Date: _____

GRANTEE:

Williamson County, Texas

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “A”
Legal Description of Property

