

**RIGHT OF ENTRY AGREEMENT**  
**Fort Bend CAD Property ID R412400 & R412403**

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND         §

This Right of Entry Agreement (this "Agreement") is entered into by and between **FORT BEND COUNTY**, a \_\_\_\_\_ ("Grantor") and **BRAZOSPORT WATER AUTHORITY**, a political subdivision of the State of Texas (the "Authority").

Grantor, or authorized representative, hereby grants a Right of Entry to the Authority, its contractors, consultants, agents, and all others the Authority deems necessary to perform work required for the completion of the design, surveying, geotechnical evaluation, sounding, environmental studies, sub-utility engineering, and other examination required to be performed in anticipation of the final design of the Authority's water line project (the "Project") and/or prior to the execution of formal legal documents or acquisition of property interests necessary for the Project.

1. Grantor is the owner of that certain tract or parcel of land being more particularly described by metes and bounds on Exhibit A, attached hereto and incorporated herein by this reference for all purposes (the "Easement Tract").

2. The Authority intends to acquire a non-exclusive easement(s) (the "Easement") for the purpose of constructing, maintaining, operating, repairing, altering, inspecting, and reconstructing water line(s) (the "Facilities").

3. The Authority desires to enter upon Grantor's property within the immediate future, prior to the date the Easement is acquired by conveyance or condemnation, for the purpose of designing, surveying, geotechnical evaluation, sounding, environmental studies, sub-utility engineering, and other examination, and, accordingly, desires to acquire from Grantor a right of entry for these purposes across, along, under, over, and upon the Easement Tract.

4. The Grantor reserves all rights, title, and interest in and to the property, and this Right of Entry shall in no way prejudice Grantor's right to receive full and just compensation as allowed by law for any interest in and to the property that may be needed by the Authority, and damages, if any, to the remainder of the Grantor's interest to and in the property.

5. The Grantor, or authorized representative, grants the Authority the right of ingress and egress over and across the property for the purpose of accessing the proposed Right of Way.

6. The Right of Entry shall be effective the date this document is executed and shall remain in effect until the proposed Right of Way is acquired in the name of the Authority.

7. The Authority will notify the Grantor, or authorized representative, a minimum of twenty four (24) hours in advance prior to the use of this Right of Entry.

8. The Grantor, or authorized representative, shall have the right to accompany any or all operations being performed as a result of the use of this document.

9. If there are any tenants or lessees on the property who must be contacted, the Grantor, or authorized representative, agrees to contact them or to provide the Authority the names and contact numbers so that the Authority may give them proper notice prior to entering the property.

10. The Right of Entry shall extend to and bind the parties, their heirs, executors, administrators, legal representatives, successors, and assigns.

11. If Grantor is other than an individual, the undersigned representative of the Grantor warrants and represents that he or she is duly authorized and empowered to enter into and to execute this Right of Entry on behalf of the Grantor.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2015, by Grantor.

**GRANTOR:**

**FORT BEND COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

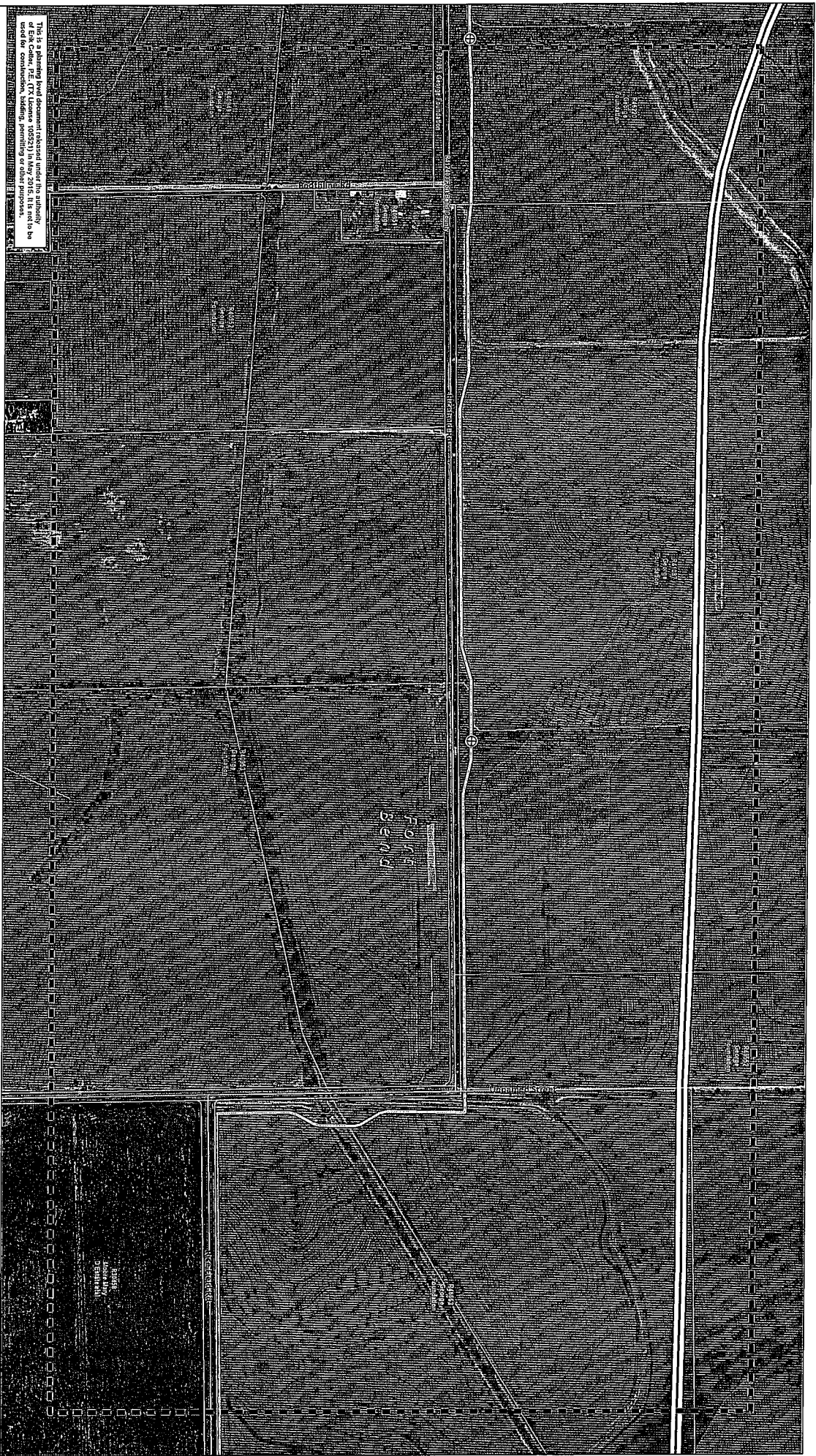
Title: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, on behalf of said \_\_\_\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

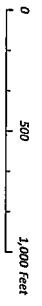


**Northern Regional Pipeline Preliminary Study**

- ⊗ Bore / Jack & Bore
- ▬ Preferred Route
- ▬ Proposed Grand Pkwy Extension
- ▬ Pipeline
- ▬ TDCI Complex
- ▬ Wetlands

**Preferred Route - Big Creek Diversion**

Sheet 25 of 27



**CDM  
Smith**

May 2015

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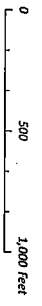
This is a planning level document. It is not intended for construction, bidding, permitting or other purposes.

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**CDM Smith**

May 2015

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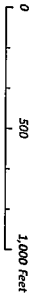
This is a preliminary land document prepared under the authority of Erik Cable, P.E. (TX License 103221) in May 2015. It is not to be used for construction, bidding, permitting or other purposes.

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