

RIGHT OF ENTRY

WHEREAS, Fort Bend County Toll Road Authority ("FBCTRA") proposes to maintain its property along the Westpark Tollway adjacent to West Oaks Village (the "Work") on the property depicted on **Exhibit "A"** attached hereto and made a part hereof (the "Land"); and

WHEREAS, FBCTRA has requested permission from the owner of the Land ("Owner") to enter on the Land to remove trees, shrubs, and debris located between the FBCTRA sound wall and Owner's fence;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FBCTRA and Owner agree as follows:

1. Permission/Term. FBCTRA's rights under this Right of Entry shall commence on the date this Right of Entry is signed on behalf of Owner ("Effective Date"), and, unless earlier terminated by Owner as provided in Section 6 herein, shall terminate upon completion of the Work. Pursuant to this Right of Entry, FBCTRA, its employees, contractors and agents may bring workers, material, equipment and supplies into and upon the Land for the sole purpose of the Work.

2. Standard of Care. FBCTRA shall conduct its Work and activities within the Land in a good and workmanlike manner, and in compliance with all applicable city, state and federal regulations. FBCTRA shall be responsible for and shall, at its own cost and expense, repair any damage to improvements on the Land caused by its activities, and, upon completion of the Work, restore the Land to its previous condition. All debris, if any, created from the Work will be removed by FBCTRA at its sole cost and expense. The Owner may elect to have FBCTRA remove the Owner's fence by making the following election:

- ☐ Yes, remove my fence.
- ☒ No, leave my fence as is.

3. Costs and Expenses. FBCTRA shall be responsible for and pay any and all costs and expenses associated with any work performed by FBCTRA, its employees, invitees, agents, and contractors on the Land. Owner shall not be responsible for any costs or expenses under or in connection with this Right of Entry or the Work performed by or on behalf of FBCTRA.

4. Insurance. At all times during the term of this Right of Entry, FBCTRA shall keep and maintain such insurance policies as are customarily carried by municipal utility districts or other special districts and political subdivisions in the State of Texas in similar locations under the same circumstances with a responsible insurance company or companies against risks, accidents or casualties against which and to the extent insurance is customarily carried by such local government corporations.

5. Notice. Unless otherwise provided in this Right of Entry, any notice, communication, request, reply, delivery or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by either party to the other party (except bills and invoices), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to such party, addressed to the party to be notified, with a signed receipt. Notice given in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Right of Entry, from and after the date reflected on the return receipt. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to FBCTRA, to:

Fort Bend County Toll Road Authority
c/o: Mr. Rich Muller, Jr.
202 Century Square Boulevard
Sugar Land, Texas 77478
(281) 500-6050
(281) 500-6022
richard@mullerlawgroup.com

If to Owner, to:

Willie Curry _____ (name)
_____ (address line 1)
_____ (address line 2)
_____ (phone number 1)
_____ (phone number 2)
_____ (email address)

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address by at least fifteen (15) days' written notice to the other party.

6. Termination. Owner may terminate this Right of Entry at any time upon 72 hours' prior written notice to FBCTRA or upon shorter notice by telephone in the event of an emergency.

7. Choice of Law. This Right of Entry is governed by Texas law. The parties further agree that the invalidity or unenforceability of any term or provision of this Right of Entry as to any persons or circumstances shall not affect in any way the remainder of this Right of Entry or the enforceability or validity of such term or provision as to any other persons or circumstances; and the remainder of this Right of Entry and each term and provision hereof shall nevertheless remain in force and effect and shall be valid, effective and enforceable to the maximum extent permitted by applicable law.

8. Entire Agreement. This Right of Entry constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings pertaining thereto.

9. Modification. This Right of Entry shall be subject to change or modification only with the written mutual consent of the parties hereto

10. Assignability. This Right of Entry shall not be assignable by either party without consent of the other party.

11. Counterparts. This Right of Entry may be executed in any number of counterparts and such counterparts may be transmitted by facsimile or electronic mail, all of which counterparts when together shall constitute but one and the same instrument and be binding upon the parties, notwithstanding that one party or the other may not be a signatory to the same counterpart.

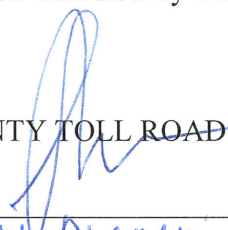
12. Severability. If any provision of this Right of Entry shall be held invalid or unenforceable in any respect, such invalid or unenforceable provision shall be deemed severed herefrom and balance of this Right of Entry shall remain in full force and effect and not be affected thereby.

13. Acknowledgements. By execution of this Right of Entry, each party acknowledges and represents to the other that the representing party has read and understands the Right of Entry and has freely entered into it for the purposes and consideration expressed herein after having consulted with legal counsel of its choice.

[Signature pages follow.]

IN WITNESS WHEREOF, this Right of Entry has been executed by FBCTRA on this 20th day of October, 2021.

FORT BEND COUNTY TOLL ROAD AUTHORITY

By: 

Name: Showkat Dhanan

Title: Board member

IN WITNESS WHEREOF, this Right of Entry has been executed by Owner on this 8 day of October, 2021.

OWNER

By: Willie M. Curry
Name: Willie Curry
Title: Owner

EXHIBIT A
MAP OF THE LAND

Westpark Tollway (Toll road)

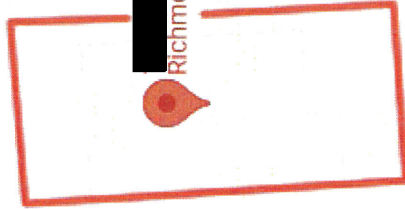
Westpark Tollway (Toll road)

Westpark Dr

Westpark Dr

Westpark Dr

Westpark Dr



Richmond, TX 77407

17414

17410

17418

6603

Chestnut Trail

Chestnut Trail

6607

6602

6605

6611

6606

17415

17419

7503

Google

6610

6615

6610

Holloway Square Ln

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____