

**RIGHT OF ENTRY AGREEMENT**

THIS RIGHT OF ENTRY AGREEMENT ("Agreement"), made as of the 27th day of February, 2014, between **GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless**, with an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("VERIZON WIRELESS") and **Fort Bend County**, a body corporate and politic under the laws of the State of Texas, by and through its Commissioners Court with a mailing address of 401 Jackson Street, Richmond, Texas 77469 (hereinafter referred to as "OWNER").

**WITNESSETH:**

**WHEREAS**, OWNER owns certain real property in Fort Bend, Texas as identified in Exhibit A attached hereto and incorporated herein (the "Site"), upon which VERIZON WIRELESS desires to construct a communications tower and to install related equipment;

**WHEREAS**, VERIZON WIRELESS and OWNER are in the process of negotiating an agreement for the lease of the Site. In order for VERIZON WIRELESS to determine the viability and feasibility of the Site, VERIZON WIRELESS desires to enter upon and inspect the Site and/or to temporarily locate communications equipment on the Site to conduct short term radio propagation tests such that it can determine the suitability of the Site for its intended use;

**WHEREAS**, as an accommodation to VERIZON WIRELESS, OWNER is willing to grant permission to VERIZON WIRELESS, its employees, agents or contractors, to enter onto the Site in order to conduct such investigations, under the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. OWNER grants to VERIZON WIRELESS a right of entry and license to enter upon the Site as identified on Exhibit A attached hereto and incorporated herein to conduct and perform boundary surveys, tree surveys, soil borings for geotechnical exploration, environmental testing, and radio propagation studies (the "Permitted Activities"). VERIZON WIRELESS' entry rights are specifically limited to the Permitted Activities and to the Site and shall not include any other activities or any other portion of the real property surrounding the Site. VERIZON WIRELESS shall be responsible for any and all costs related to the Permitted Activities, including installation, operation and removal of equipment on the Site.
2. VERIZON WIRELESS agrees to comply with all local, state and federal laws, rules and ordinances applicable to the Permitted Activities. VERIZON

WIRELESS further agrees to exercise due care in the performance of all Permitted Activities on the Site, and not to unreasonably interfere with OWNER or any other party's activities on the Site.

3. VERIZON WIRELESS shall (a) obtain and maintain throughout the term of this Agreement, a certificate of insurance indicating coverage in the amounts stated below. All policies shall be underwritten by insurance companies maintaining A.M. Best's ratings of A-VII or higher on insurance of the following types and minimum limits:
  - (i) Workers' Compensation Insurance in accordance with the laws of the State of Texas. Substitute policies other than Workers' Compensation Insurance will not be allowed.
  - (ii) Employers' Liability Insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  - (iii) Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
  - (iv) Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
  - (v) VERIZON WIRELESS is responsible to maintain fire and extended coverage insurance on all personal property belonging to VERIZON WIRELESS located on the Site.
- (b) Fort Bend County and the members of Commissioners Court shall be named as additional insured to all required coverage except for **Workers' Compensation**.
- (c) Deliver to OWNER, prior to entry into the Site, certificates or affidavits of such insurance.
- (d) VERIZON WIRELESS and OWNER hereby waive all claims, rights of recovery and causes of action that either party or any party claiming by, through or under such party may now or hereafter have by subrogation or otherwise against the other party for any loss or damage that may occur to the Site, VERIZON WIRELESS's personal property by reason of fire or other casualty, or by reason of any other cause except gross negligence

or willful misconduct (thus including simple negligence of the parties hereto or agents, employees or contractors), that could have been insured against under the terms of (1) in the case of OWNER, the standard fire and extended coverage insurance policies available in Texas at the time of the casualty and (2) in the case of VERIZON WIRELESS, the fire and extended coverage insurance policy required to be obtained and maintained under 3 (a); provided however, that the waiver set forth in this 3 (d) shall (i) be ineffective against any insurer of COUNTY or VERIZON WIRELESS to the extent that the waiver is prohibited by the laws or insurance regulations of Texas or would invalidate any insurance coverage of OWNER or VERIZON WIRELESS and (ii) not apply to any deductibles on insurance policies carried by OWNER or to any coinsurance penalty which OWNER might sustain. OWNER and VERIZON WIRELESS hereby agree to cause (if available) an endorsement to be issued to their respective insurance policies recognizing this waiver of subrogation.

4. VERIZON WIRELESS agrees to indemnify and save OWNER, its employees, agents or contractors, harmless from and against any and all liability, damage, expense, claims, liens or judgments, including reasonable attorneys' fees, resulting from injury to person or damage to property resulting from or arising out of the activities of VERIZON WIRELESS, its agents, employees, contractors, or invitees, upon the Site or any property surrounding the Site, including without limitation, the Permitted Activities. This indemnification obligation shall survive the expiration or termination of this Agreement. Owner shall: Provide prompt notice of any claim; reasonably cooperate with VERIZON WIRELESS in the management and defense of covered claims; and allow VERIZON WIRELESS to defend and manage any claim with employees, consultants, contractors and attorneys of its choosing.
5. OWNER agrees and acknowledges that VERIZON WIRELESS' development of the Site may require the removal of soils and groundwater from the Site that VERIZON WIRELESS believes appropriate for offsite disposal. OWNER agrees to sign, as waste generator, any applicable waste manifest(s) associated with such soil and groundwater removal, transport and disposal. OWNER's obligation under this paragraph will survive any expiration or termination of this Agreement.
6. The term of this Agreement shall be from the date on which this Agreement has been executed by both OWNER and VERIZON WIRELESS to the earlier of OWNER and VERIZON WIRELESS entering into a Lease Agreement with respect to the Site, or a decision by VERIZON WIRELESS that the site is unsuitable.
7. In the event this Agreement expires or is terminated without the existence of a fully executed lease agreement or consummation of a purchase for the Site, VERIZON WIRELESS will immediately remove any and all of its equipment from

the Site and restore the Site to the condition existing immediately prior to VERIZON WIRELESS' entry, damage not caused by VERIZON WIRELESS, reasonable wear and tear, excepted.

8. OWNER will ensure that VERIZON WIRELESS, its agents, employees, invitees, are granted access to the Site at the scheduled time(s) that the Permitted Activities will be performed.
9. VERIZON WIRELESS shall not take any actions that unreasonably interrupt the normal operations of OWNER on the Site. VERIZON WIRELESS agrees that its Permitted Activities shall not cause interference to the use or enjoyment of the property of OWNER and any other parties or licensees located at the Site or neighboring landowners, including, but not necessarily limited to interference with radio communication facilities. In the event that VERIZON WIRELESS' equipment or Permitted Activities cause such interference to such use or enjoyment, VERIZON WIRELESS agrees immediately to cease operations until such interference is removed by VERIZON WIRELESS, at its sole expense.
10. Neither party shall be responsible for lost profits or other consequential damages that may arise out of a breach of this agreement.
11. This Agreement constitutes the entire understanding between the parties with respect to the activities contemplated by this Agreement. All prior agreements or understandings, whether oral or written, are superseded. This Agreement may be amended only by a witnessed document executed by the parties.
12. This Agreement shall be governed by the laws of the State of Texas.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

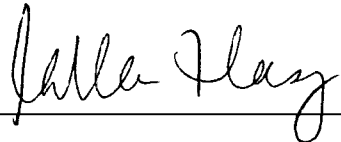
IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

**VERIZON WIRELESS:**

**GTE MOBILNET OF SOUTH TEXAS LIMITED  
PARTNERSHIP D/B/A VERIZON WIRELESS**

**By San Antonio MTA, L.P., Its General  
Partner**

**By Verizon Wireless Texas, LLC, Its General  
Partner**

By: 

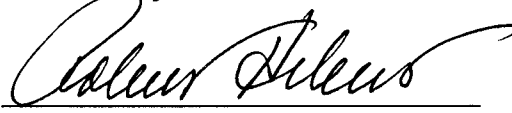
Print Name: Colleen F. Casey

Its: Executive Director – Gulf Coast Region

Date: 2/27/14

**OWNER:**

**Fort Bend County**

By: 

Name: Robert E. Hebert

Title: County Judge

Date: March 11, 2014

**APPROVED:**



Don Brady, Director  
Facilities Management & Planning

**ATTEST:**



Dianne Wilson  
County Clerk



**EXHIBIT A**

**SITE TO BE TESTED**

**SITE NAME**

Trammel

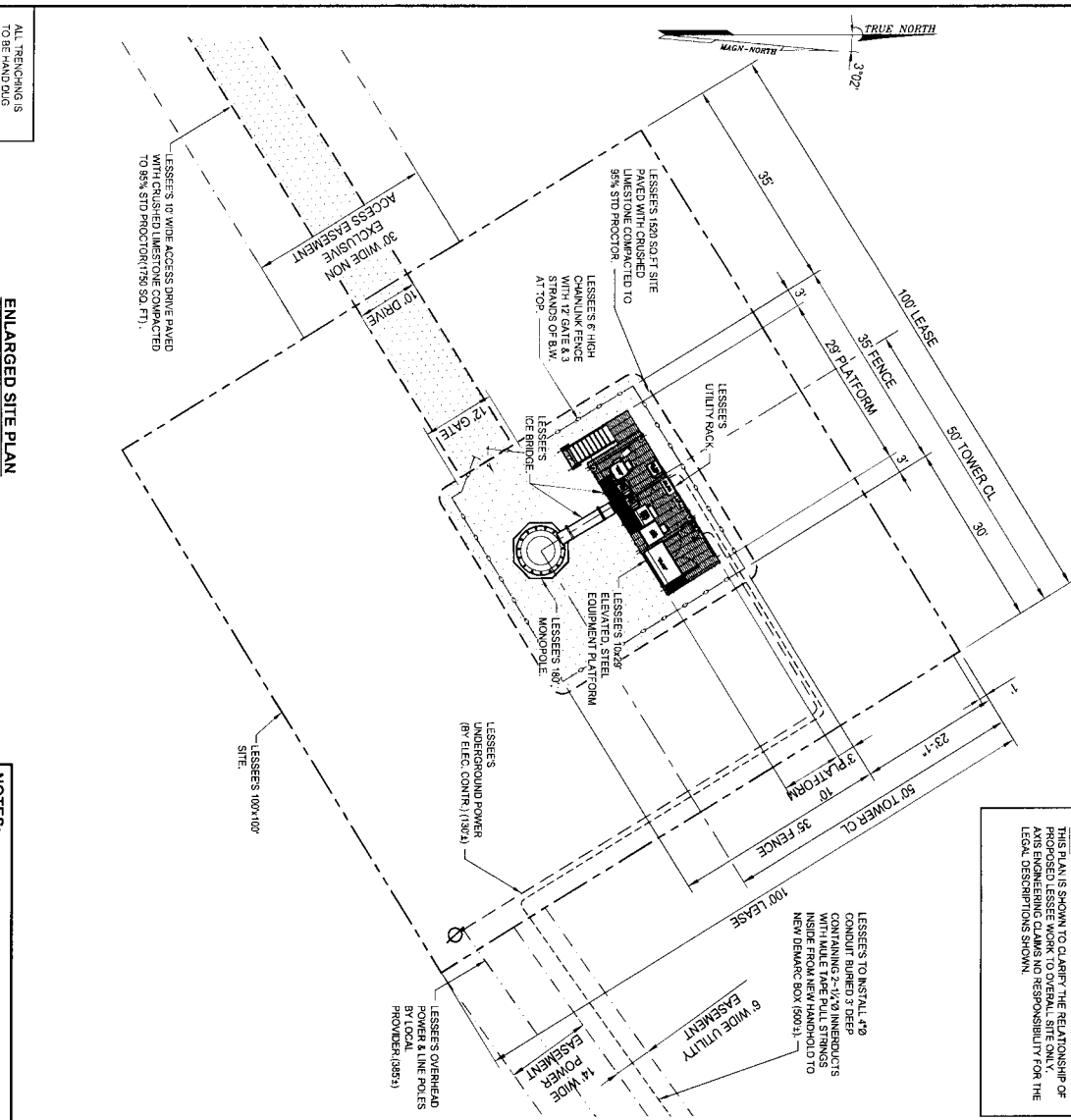
**SITE ADDRESS**

9550 Hwy 6  
Missouri City, Texas

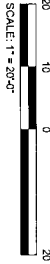




NOTE  
THIS PLAN IS SHOWN TO CLARIFY THE RELATIONSHIP OF PROPOSED LESSOR WORK TO OVERALL SITE ONLY. ALL RESPONSIBILITY FOR THE WORK SHOWN IS THE LESSOR'S RESPONSIBILITY.

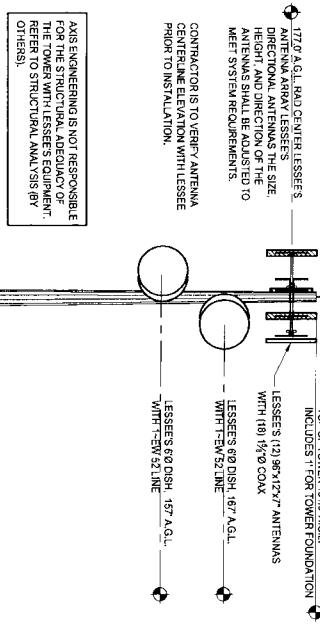


ENLARGED SITE PLAN  
SCALE: 1" = 20'-0"



ALL TRENCHING IS TO BE HAND DUG  
EXISTING UNDER GROUND UTILITIES ARE NOT SHOWN. CONTRACTOR IS TO LOCATE AND PROTECT EXISTING UNDER GROUND UTILITIES DURING CONSTRUCTION  
PLATFORM UTILITY RACK NOTE:  
UTILITY RACK WITH POWER PANEL, A.T.S., 3x3x5 GEMARC BOX, SURGE ARRESTOR, GFI PLUS, AND TWIST THREADED SWITCH FOR SITE LIGHT CONTROLLER MOUNTED ON UNIVERSAL RACK ON POSTS ANCHORED TO EQUIPMENT FOUNDATION. INSTALL TRANSPORT CABINET ON EQUIPMENT FOUNDATION. VERIFY ALL REQUIREMENTS WITH LESSOR'S CONSTRUCTION MANAGER PRIOR TO COMPLETING WORK.  
METER & DISCONNECT ON NEW EQUIPMENT UTILITY RACK.  
last Worked 02-11-2013 12:45 PM

NEW LIGHTNING ROD, 197' A.G.L.



SITE ELEVATION  
SCALE: NOT TO SCALE

NOTES:  
1) CONTRACTOR IS TO REPAIR ALL DAMAGE RESULTING FROM CONSTRUCTION BACK TO PRE CONSTRUCTION CONDITION AT COMPLETION OF WORK.  
2) CONTRACTOR SHALL COORDINATE SITE ACCESS TIMES AND EQUIPMENT STAGING LOCATIONS WITH LAND LORD.  
3) TOWER IS TO SET ON THE IDENTIFIED CENTER POINT.  
4) ICE BRIDGE LENGTH SHOWN IS RELATIVE LENGTH AND EXACT ALIGNMENT WITH SHELTER WAY VARY FROM DRAWING DIMENSIONS. ICE BRIDGE WILL APPROACH TOWER AS SHOWN.

DATE	BY	CLF
06-06-2013	XX	
AS SHOWN		
P2		
VERIZON WIRELESS		
TRAMMEL		

ENLARGED PROPOSED SITE PLAN & ELEVATION  
VERIZON WIRELESS - TEXAS AREA  
TRAMMEL SITE  
9555 HWY 6  
MISSOURI CITY, TX 77459

14123 CICERO ROAD  
HOUSTON, TX 77055  
PHONE: (713) 507-1650  
FAX: (713) 507-1618

**AXIS Engineering, Inc.**  
14123 CICERO ROAD  
HOUSTON, TX 77055  
PHONE: (713) 507-1650  
FAX: (713) 507-1618

AXIS PROJECT NUMBER:  
01-130506-074

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