

RIGHT OF ENTRY AGREEMENT

GRANTOR: Belton Independent School District

GRANTOR's Mailing Address: PO Box 269, Belton, TX 76513

GRANTEE: Brazos River Authority, a river authority of the State of Texas

GRANTEE'S Mailing Address: P.O. Box 7555, Waco, TX 76714

Property: Bell County Appraisal District Property ID: 454051
Legal Description: BISD CHISHOLM TRAIL ELEMENTARY ADDITION
AMENDED, BLOCK 001, LOT 0001, ACRES 15.69, Texas

Project: Brazos River Authority, Belhouse Drought Preparedness Project
Parcel Number: 061

In consideration of the mutual promises set forth herein, this Right of Entry Agreement ("Agreement") is hereby entered into as of the date last executed below ("Effective Date"), by and between GRANTOR and GRANTEE.

1. General Terms and Conditions. The GRANTOR understands and agrees to the following terms and conditions:

a. Grant of Right of Entry. The GRANTOR hereby grants unto the GRANTEE, its employees, agents, and contractors, a right-of-entry upon the real property ("Property") shown on the map attached hereto as "Exhibit A", for the purposes of boundary, topographic, and tree surveying, geotechnical analysis and testing, environmental and cultural assessments, utility location/design assessment, and appraisal.

b. Description of Project. GRANTEE is conducting studies for the construction of a raw water transfer system between Belton Lake and Stillhouse Hollow Lake.

c. Term. GRANTEE, its employees, agents and contractors, may enter upon the Property from and after the date of execution of this Agreement until the earlier of:

- i. The Agreement is revoked in writing by GRANTOR;
- ii. GRANTEE has notified GRANTOR in writing that the Property will not be necessary for the Project;
- iii. An easement or other property rights are acquired in the Property by GRANTEE.

d. Rights of Ingress and Egress. GRANTEE, its employees, agents, and contractors shall have the right of ingress and egress at all times upon and across the Property for the purposes stated above. GRANTEE, its employees, agents, and contractors agree to access the Property through existing access points and gates by pedestrian, rubber-tire, or rubber-track equipment only.

e. Tools and Equipment on Property. All tools, equipment and other personal property taken upon or placed upon the Property by GRANTEE, its employees, agents and contractors for survey or testing purposes shall remain the property of GRANTEE, its employees, agents and contractors. Said tools, equipment and personal property shall be removed by GRANTEE, its employees, agents and contractors after completing the activities set forth in this Agreement.

f. Markers on Property. In connection with the tasks described herein, temporary flagging or temporary markers may be used to indicate specific features or survey points on the Property. GRANTOR agrees not to move or remove such markers without the authorization of GRANTEE.

g. Property Condition. GRANTEE shall leave the property in substantially the same condition as it was prior to entering the Property. In the event excavations are necessary, such shall be backfilled and the surface returned as closely as practicable to its original state.

h. Damages Caused by GRANTEE. GRANTEE agrees to pay GRANTOR for all verified damages to livestock, crops, improvements or other property of GRANTOR caused by GRANTEE or its agents, servants, employees, contractors or subcontractors in performing the activities authorized herein.

i. Notice to Grantor. GRANTEE shall provide a minimum 48-hour notice to the GRANTOR that GRANTEE, its employees, agents, and contractors will be entering the property for the purposes set forth above. GRANTOR's contact information for purposes of receiving notice is as follows:

Phone:
Address:
Email Address:

2. Notice to Lessees and Tenants. The GRANTOR shall provide notice to any tenants or lessees on the Property that the GRANTEE, its employees, agents, and contractors will be entering the property for the purposes set forth above.

3. Binding Effect. This Agreement, unless revoked or terminated, shall extend to and bind the signatory parties, their heirs, executors, administrators, legal representatives, successors, and assigns.

4. Entire Agreement. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by both parties.

5. Certification. The undersigned certifies that he or she is the owner of the Property. If the undersigned is not the owner of the Property, the undersigned warrants and represents that he or she is a duly authorized designee and empowered to enter into and to execute the Agreement on behalf of the owner of the Property. If the Property is owned by multiple owners, all legal owners must sign this Agreement for it to be effective.

6. Comments or Requests: If GRANTOR has any special instructions, comments, or requests, including instructions for opening gates, lessees' or tenants' names or contact information, or instructions regarding animals that may approach the field crew, please include those here:

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, intending to be bound thereby as of the Effective Date.

GRANTOR: Belton Independent School District GRANTEE: BRAZOS RIVER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: **DAVID COLLINSWORTH**

Title: **GENERAL MANAGER/CEO**

Date: _____

Exhibit A



Parcels: BELTON IND SCHOOL DISTRICT

[2025 Property Detail Information](#)

[Market Analysis Map](#)

[Click Here for GIS Shapefile Data](#)

Property Information

Property ID: 454051

Legal Acreage: 15.69

GEO ID: 0259410009

Legal Description: BISD CHISHOLM TRAIL ELEMENTARY ADDITION AMENDED, BLOCK 001, LOT 0001, ACRES 15.69

Tract or Lot: 0001

Abstract Subdivision Code: S5019BEA

Block: 001

Neighborhood Code: CREM10CV

[Zoom to](#) ...