

RIGHT OF ENTRY AND ACCESS AGREEMENT

This Right of Entry and Access Agreement (the “Agreement”) is entered into by and between The University of Texas at Austin, on behalf of its Bureau of Economic Geology (“Access Party”), and Crosby Independent School District (the “District”). Access Party and the District are collectively referred to as the “Parties” and individually as a “Party.” For purposes of this Agreement, Access Party includes its employees, agents, representatives, researchers, and contractors entering the Property under this Agreement.

WHEREAS the District is the owner of certain real property located in Crosby, Harris County, Texas, in the area of Barrett Elementary School, along FM 1942 Road, as generally identified on the map attached hereto as Exhibit A and incorporated herein for all purposes (the “Property”);

WHEREAS Access Party has requested permission to access the Property as part of a state-mandated initiative to update official regional geologic maps, including Aggregates Production Operations maps;

WHEREAS Access Party desires to enter the Property for the limited purpose of conducting a minor, low-impact visual survey to verify surficial lithologies, including surface rock, sand, and gravel types; and

WHEREAS the District is willing to allow limited access to the Property, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Term and Survival.** This Agreement shall become effective as of the last date of signature by all Parties hereto (the “Effective Date”) and shall terminate at 11:59 p.m. Central Time on September 30, 2026, unless extended by a written agreement signed by both Parties. Access Party shall have no right to enter the Property after that time. Sections 8, 10, 11, 12, 13, 15, and 16, together with any other provisions that by their nature are intended to survive, shall survive the expiration or termination of this Agreement.
- 2. Limited Right of Access.** Subject to the terms of this Agreement, the District grants Access Party a limited, temporary right to enter upon the portion of the Property generally identified on Exhibit A for the sole purpose of conducting a non-invasive, visual field survey to verify surficial lithologies, take photographs of the Property, and record GPS coordinates in connection with Access Party’s mapping work.
- 3. No Invasive Work.** Access Party shall not conduct any drilling, digging, excavation, trenching, boring, subsurface testing, heavy equipment work, or other invasive activity on the Property. Access Party shall not remove any soil, rock, gravel, sand, or other materials from the Property without the District’s prior written consent.

4. **Permitted Dates of Access and Coordination.** Access Party may enter the Property only on dates and times approved in advance by the District. Access Party shall coordinate all access with the District's designated representative and shall conduct its activities in a manner that does not interfere with District operations, summer programs, maintenance, construction activities, or other District uses of the Property. District approval may be provided by email.
5. **Identification and Safety.** Access Party's field personnel entering the Property shall carry appropriate state or university identification while on the Property and shall wear high-visibility safety vests if reasonably requested by the District. Access Party shall comply with all reasonable safety and access instructions provided by the District.
6. **Standard of Care.** Access Party shall conduct its activities in a careful, safe, and professional manner and shall comply with all applicable federal, state, and local laws, rules, and regulations. Access Party shall remove any trash or debris brought onto the Property by Access Party. Any gates opened by Access Party shall be closed and secured immediately after use. Access Party shall not cut, damage, remove, or alter any fences, gates, locks, signs, improvements, vegetation, or other District property.
7. **Photography and Recordings.** Access Party may take photographs reasonably necessary for the limited survey purpose described in this Agreement. Access Party shall not knowingly photograph, videotape, or otherwise record any District students or staff. Access Party shall not use drones on the Property without the District's prior written consent.
8. **Damage to Property.** Access Party shall be responsible for any damage to District real or personal property caused by Access Party's entry upon or activities on the Property. Access Party shall promptly repair and restore, or pay the reasonable cost of repairing and restoring, any damaged property to substantially the same condition that existed prior to such damage.
9. **Insurance; Credentials.** Upon request by the District, Access Party shall provide proof of insurance, self-insurance, or other coverage applicable to Access Party's activities on the Property, if available, together with confirmation of state or university credentials for personnel entering the Property.
10. **Assumption of Risk.** Access Party enters the Property at its own risk and assumes responsibility for the acts and omissions of its employees, agents, representatives, researchers, and contractors entering the Property under this Agreement. To the extent authorized by the Constitution and laws of the State of Texas, Access Party shall be responsible for claims, damages, losses, or expenses arising from Access Party's negligent acts or omissions in connection with its entry upon or activities on the Property. Nothing in this Agreement shall be construed as waiving any immunity or defense available to either Party under applicable law.
11. **No Warranty Regarding Property Condition.** Access Party acknowledges that the Property is being made available in its existing condition. The District makes no representation or warranty regarding the condition of the Property or the suitability of the Property for Access

Party's intended activities.

- 12. No Interest in Property.** This Agreement grants only a temporary and limited right of access. Nothing in this Agreement shall be construed as granting Access Party any easement, leasehold interest, license coupled with an interest, mineral interest, ownership interest, or other property right in the Property.
- 13. No Waiver of Immunity.** Nothing in this Agreement shall be deemed or construed as a waiver of any governmental, sovereign, official, or other immunity or defense available to either Party or its respective governing board members, trustees, officers, employees, agents, or representatives under federal or Texas law.
- 14. No Assignment.** Access Party may not assign this Agreement or any rights granted herein without the prior written consent of the District.
- 15. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising under or relating to this Agreement shall lie in Harris County, Texas.
- 16. Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the access rights granted herein and supersedes all prior oral or written understandings regarding the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both Parties.
- 17. Authority.** Each person signing this Agreement represents that he or she is authorized to execute this Agreement on behalf of the Party for whom he or she signs.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

CROSBY INDEPENDENT SCHOOL DISTRICT:

By: _____
Dr. Paula Patterson, Superintendent

Date: _____

**THE UNIVERSITY OF TEXAS AT AUSTIN,
ON BEHALF OF ITS BUREAU OF ECONOMIC GEOLOGY:**

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
DEPICTION OF PROPERTY

The access granted under this Agreement is limited to the Crosby ISD-owned property generally identified on this Exhibit A and does not authorize access to any neighboring, privately owned, or non-District property.

