

**LIMITED RIGHT OF ENTRY AGREEMENT
(Operations and Maintenance)**

This **LIMITED RIGHT OF ENTRY AGREEMENT** ("Agreement") is granted by **DENTON COUNTY TRANSPORTATION AUTHORITY** ("DCTA"), a regional transportation authority created, organized and existing pursuant to Chapter 460, Texas Transportation Code, as amended (the "Act") TO **DENTON INDEPENDENT SCHOOL DISTRICT** ("DISD"), a public independent school district and political subdivision of the State of Texas, acting herein by and through its duly authorized official, whose mailing address is 1307 N. Locust Street, Denton, Texas 76201, and **DENTON COUNTY, TEXAS** ("County"), a political subdivision of the State of Texas acting herein by and through its duly authorized official, whose mailing address is 701 Kimberly Drive, Suite 285, Denton, Texas 76208, (DISD and County collectively referred to herein as the "Permittee"), for the consideration and subject to the restrictions, conditions, and agreements stated herein. DCTA, DISD, and County are referred to herein collectively as the "Parties" and individually as "Party."

WHEREAS, pursuant to that certain *Transportation and Access Agreement and Easement* dated and effective May 25, 2010, between DCTA and Dallas Area Rapid Transit ("DART")("the DART Agreement"), DCTA is operating, and maintaining a public rail transportation system within the former Missouri-Kansas-Texas rail corridor from Mile Post 742.42 in the City of Carrollton, Texas, to Mile Post 721.53 in the City of Denton, Texas, ("the DCTA Corridor" or "Licensed Premises") which is presently owned by DART; and

WHEREAS, pursuant to agreements between and/or among DCTA, DART, and Dallas, Garland & Northeastern Railroad ("Railroad"), both passenger and freight railroad operations are occurring on the DCTA Corridor; and

WHEREAS, the DART Agreement permits DCTA to maintain communications facilities in the DCTA Corridor; and

WHEREAS, on or about June 29, 2010, DCTA and Permittee entered into that certain "Interlocal Cooperation Agreement" ("Interlocal Agreement") wherein DCTA and Permittee agreed that Permittee would pay DCTA for construction of twenty (20) miles of 2 conduits and placement within one of the conduit of 192 fiber strands (collectively "Permittee's Communications Facilities") and upon completion the conduits and fiber strands would be permanently owned by Permittee; and

WHEREAS, the Interlocal Agreement further provides that upon completion of construction, DCTA and Permittee would enter into an agreed operating protocol whereby Permittee could enter the DCTA Corridor to perform such operations and maintenance on Permittee's Communications Facilities; and

WHEREAS, construction of Permittee's Communications Facilities was completed, however, DCTA and Permittee have yet to enter into the agreed operating protocol; and

WHEREAS, the purpose of this Agreement is to set forth the Parties' agreement relating to the protocol for operating procedures pursuant to the Interlocal Agreement;

NOW THEREFORE, for and in consideration of the promises made by the Parties herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, DCTA hereby grants to Permittee, its employees and contractors a non-exclusive revocable license to enter on, over, across and upon the DCTA Corridor for the Permitted Purpose (as defined below) subject to the following terms, conditions and agreements set forth herein:

1. **Permitted Purpose and Permits:**

- a. As used in this Agreement, "Permitted Purpose" means the performance of customary operations, maintenance, handhole and lateral construction and repair activities on Permittee's Communications Facilities by Permittee or Permittee's employees and/or contractors.
- b. Prior to each entry into the DCTA Corridor for the Permitted Purpose, Permittee (together or singularly) shall submit a permit request pursuant to Exhibit A ("Permit") for each requested access to the DCTA Corridor or for multiple instances of access as permitted by DCTA. Upon approval by DCTA, a Permit shall be deemed to be incorporated as part of this Agreement. In the event of an emergency access, Permittee shall submit an Access Request Form as soon as practical. If Permittee uses a third-party contractor, such contractor, after signing and agreeing to the terms of the Permit, shall have Permitted Purpose access as set forth herein and in the approved Permit and shall be obligated to follow all safety and access requirements in this Agreement.
- c. Permits shall only be issued to Permittee contractors or subcontractors and not issued directly to DISD, County, or their employees.

2. **Term:** The right of Permittee and its contractor(s) to enter the Licensed Premises for the Permitted Purpose shall end upon the termination or expiration of the Interlocal Agreement. A Permit shall terminate or expire as set forth in the Permit.

3. **Consideration:** In consideration for the granting of this Agreement, Permittee shall pay DCTA (a) a one-time payment by Permittee to DCTA the sum of **TEN AND NO/100 (\$10.00) DOLLARS** (the "Agreement Fee").

4. **Cost:** Permittee shall be solely responsible for all costs relating to performing the Permitted Purposes. Upon completion of the Permitted Purpose and prior to termination of each Permit, Permittee shall restore or cause to be restored the Licensed Premises to the same condition as when Permittee or its contractor entered upon the Licensed Premises unless DCTA consents in writing to Permittee leaving the Licensed Premises in a different condition.

5. **Performance of Work - Generally:** Permittee and/or its contractor shall use reasonable care to avoid damaging any existing buildings, equipment and vegetation on or about the Licensed Premises and any adjacent property owned by or under the control of DCTA, DART, or Railroad. If the failure to use reasonable care by Permittee and/or its contractor results in damage to the Licensed Premises or such adjacent property, Permittee and/or its contractor shall immediately make appropriate replacement or repair the damage at no cost or expense to DCTA, DART and/or Railroad. If Permittee or its contractor fails or

refuses to make such replacement, DCTA shall have the right, but not the obligation, to make or affect any such repair or replacement at the sole cost and expense of Permittee, which cost and expense Permittee agrees to pay to DCTA upon demand. Permittee shall require that the work and activities associated with the Permitted Purpose shall be conducted in such a manner and at such times to not endanger or interfere with DCTA's or Railroad's operations, and in accordance with the regulations and instructions of DCTA and the Railroad. In addition to any other remedies available to DCTA, DART, or Railroad at law or pursuant to this Agreement, DCTA shall have the right to suspend approval of any Permits and prohibit Permittee and its contractors from entering the DCTA Corridor until Permittee has paid DCTA, DART, and/or Railroad, as applicable, all amounts that may become due pursuant to this Section 5.

6. **DCTA to Review Plans:** Prior to the commencement of any work on the Licensed Premises by Permittee or its contractor, Permittee shall submit to DCTA for review and approval Permittee's plans and specifications for the portion of Permittee's project to be constructed or work to be performed within the DCTA Corridor. Permittee, its employees, contractors, and subcontractors shall perform that portion of the Work located in the DCTA Corridor strictly in accordance with the plans and specifications approved by DCTA. Permittee shall further submit to DCTA, for approval, all construction details, falsework and other incidentals not detailed in plans, insofar as they are located within the DCTA Corridor or otherwise may reasonably affect DCTA or its property and/or operations. Not later than sixty (60) days following completion of Permittee's work within the DCTA Corridor, Permittee shall deliver to DCTA a full set of as-built drawings showing all improvements made by or on behalf of Permittee within the DCTA Corridor including, but not limited to, all materials, equipment, and other personal property,
7. **Operational Safety Matters:** Permittee, its contractors and subcontractors, and the employees of any of the foregoing, shall at all times comply with the following operational safety measures while present in the DCTA Corridor:
 - a. Flagger(s), who are representatives of DCTA engaged to protect DCTA's interest while in the DCTA Corridor and who have been determined by DCTA to be knowledgeable and qualified to perform flagging duties within the DCTA Corridor in accordance with DCTA's operating and safety rules must be present and on-duty.
 - b. No work or other activity shall be conducted within twenty-five feet (25.0') of the closest rail of any DCTA track (also referred to as "the Foul Zone") or perform any work in which a catastrophic event could cause equipment, people or materials to enter into the Foul Zone unless the above mentioned flaggers are present.
 - c. Every person working under the control of Permittee or otherwise under authority of Permittee pursuant to this Agreement or a Permit, who are engaged in any activity that requires flagger(s), as described in Section 7.b., above, shall have received within the 365 day period prior to the date the work is to be performed, attended a creditable Roadway Worker Protection course and have successfully passed all required examinations associated with that course. Permittee, Permittee's contractor, or the employee working within the DCTA Corridor will provide proof of course completion upon request from DCTA or its representatives.

Whether or not the above mentioned Roadway Worker Protection course is creditable shall be determined at the sole discretion of DCTA.

- d. All equipment, tools and materials must be stored not less than twenty-five (25) feet from the closest rail of any operable track unless otherwise approved in writing by DCTA. Explosives or other highly flammable substances or any hazardous materials regulated pursuant to federal or state regulation shall not be stored on DCTA property, including, but not limited to, the DCTA Corridor, without the prior written approval of DCTA.
- e. Permittee shall remove or have removed all tools, equipment and materials from the DCTA Corridor promptly upon completion of work, but in no case later than ten (10) days unless a longer period is authorized in writing by DCTA.
- f. Permittee shall reimburse DCTA for all costs and expense incurred by DCTA in connection with the provision of any services or work in relation to the Permittee's work as described in the approved Permit, including without limitation the expense of furnishing such inspectors, watchmen and flagmen as DCTA deems reasonably necessary or which are otherwise requested by Permittee, the installation and removal of falsework beneath tracks which DCTA is required to do in order for Permittee to construct its work as described in the approved Permit.
- g. Permittee understands and acknowledges that flagging and safety rules will be administered by CTC, Inc. (CTC), through the CTC Roadway Worker Safety Training, conducted at 9601 Camp Bowie West, Fort Worth, Texas 76116.

8. Required Notifications: Prior to entering the Licensed Premises pursuant to this Agreement (including any Permit), Permittee shall provide notification to DCTA as follows:

- a. No prior notification is required if a work schedule setting forth the specific dates and times during which Permittee and/or its contractor will be performing work within the DCTA Corridor is set forth in the approved Permit and entry into the Licensed Premises occurs within those dates and times.
- b. If Permittee must enter the Licensed Premises in a situation constituting an Emergency Event (as defined below), Permittee shall notify DCTA by telephone not later than one hour prior to entry into the Licensed Premises at the following phone numbers:
 - i. Between the hours of 5:00 AM and 11:00 PM Central Time, contact Mr. Alex Ison, Signal Supervisor, at 817-471-7132 (cell)
 - ii. At any time, contact Mr. Danny Bailey, DCTA Rail Operations, at (972) 966-5103 or (512) 848-7399 (cell).
- c. In all other situations not described in Paragraphs a. or b. of this Section 8, Permittee shall notify DCTA not later than fifteen (15) days prior to entry into the Licensed Premises by providing written notice to DCTA in accordance with Section 14.a., below.

- d. Permittee shall notify DCTA that the work described in the approved Permit is completed not later than five (5) business days after the work is completed, such notification to be in accordance with Section 14.a., below.
- e. For purposes of Section 8.b., above, an "Emergency Event" shall mean an event in which Permittee requires access to the Licensed Premises to perform repairs, replacement, or maintenance to Permittee's leased or owned property or facilities located within the DCTA Corridor, which, if not performed within a short time after the discovery of the need for such repair, replacement, or maintenance, will reasonably:
 - i. result in personal injury or death or damage to or destruction of real or personal property;
 - ii. endanger the public health or safety; or
 - iii. result in an interruption or degradation of utility, communication, or data transmission services.

9. Indemnification:

- a. **TO THE EXTENT ALLOWED BY LAW, PERMITTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, DCTA, DART, RAILROAD AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY PENALTY, OR ANY DAMAGE, OR CHARGE, IMPOSED FOR ANY VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION ARISING OUT OF THE PERMITTED USE OF THE LICENSED PREMISES BY PERMITTEE, WHETHER OCCASIONED BY THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF PERMITTEE, ITS EMPLOYEES, OFFICERS, PARTNERS, SHAREHOLDERS, AGENTS, CONTRACTORS, INVITEES, OR GUESTS.**
- b. **TO THE EXTENT ALLOWED BY LAW, PERMITTEE SHALL AT ALL TIMES INDEMNIFY, DEFEND, AND HOLD HARMLESS DCTA, DART, RAILROAD, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM ANY ACCIDENT OR OTHER OCCURRENCE CAUSING PERSONAL INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM OR RELATED TO USE OF THE LICENSED PREMISES BY PERMITTEE, ITS AGENTS, EMPLOYEES, PARTNERS, SHAREHOLDERS, AGENTS, CONTRACTORS, INVITEES, OR GUESTS, WHETHER OCCASIONED BY THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF PERMITTEE, ITS EMPLOYEES, OFFICERS, PARTNERS, SHAREHOLDERS, AGENTS, CONTRACTORS, INVITEES, OR GUESTS. EXCEPT WHEN CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF DCTA, DART, RAILROAD OR THEIR OFFICERS, EMPLOYEES AND/OR AGENTS, AND ONLY THEN TO THE EXTENT OF THE PROPORTION OF ANY FAULT DETERMINED AGAINST DCTA, DART, OR RAILROAD FOR THEIR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.**

- c. If Permittee is a "governmental unit" as that term is defined in Tex. Civ. Prac. & Rem. Code §101.001, Permittee does not by agreement to and acceptance of this Agreement waive its right to claim immunity to liability or suit or to invoke the limits of liability set forth in Chapter 101 of the Texas Civil Practices & Remedies Code, as amended (i.e. the Texas Tort Claims Act), to the extent sovereign immunity has been waived by said statutes. DCTA and Permittee further acknowledge and agree that nothing in this Agreement is intended to be for the benefit of any third parties except to the extent expressly provided in this Agreement.
- d. If Permittee's contractor will be performing the work described in an approved Permit, Permittee's contractor must agree to indemnify, defend and hold DCTA, DART, Railroad, and their respective officers, agents, and employees as set forth in the Permit by signing the Permit and acknowledging such obligation. Permittee's contractor shall also acknowledge that any immunity afforded to Permittee under state law and the limits of the Texas Tort Claims Act do not apply to such contractor.
- e. The provisions of this Section 9 shall survive the termination of this Agreement, regardless of the means of termination.
- f. EXCEPT FOR A PARTY'S/IES WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, NEITHER PARTY SHALL NOT BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES.

10. Insurance: Prior to entering the Licensed Premises pursuant to any Permit issued pursuant to this Agreement, the entity to which such Permit is issued, whether such entity is the Permittee or Permittee's contractor or subcontractor, must procure and maintain at its sole cost and expense during the entire period of occupancy of the Licensed Premises under the Permit, the following types and amounts of insurance with an insurer or insurers and in form reasonably satisfactory to DCTA, which insurance shall be primary and non-contributory:

- a. Commercial General Liability with Contractual Liability.
 - i. Combined single limit of not less than \$2,000,000.
 - ii. DCTA, DART, Railroad named as additional insureds without any qualification or restriction.
 - iii. DCTA must be provided 30 days' notice of cancellation or modification.
- b. Commercial Automobile Liability Policy
 - i. Combined single limit of not less than \$2,000,000.
 - ii. DCTA, DART, and Railroad named as additional insureds without any qualification or restriction.
 - iii. DCTA must be provided not less than 30 days' notice of cancellation or

modification.

- c. **Workers' Compensation Insurance**
 - i. Providing Statutory Benefits under the Workers' Compensation Act of the State of Texas and/or any other State or Federal Law or Laws applicable to the Contractor's employees performing the work under this Agreement.
 - ii. Employer's Liability Insurance with limits of liability of not less than \$500,000 each accident, \$500,000 each employee for disease and \$500,000 policy limit for disease.
 - iii. Endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from DCTA, DART, and Railroad.
- d. Permittee agrees to furnish DCTA Certificates of Insurance and copies of Endorsements for Additional Insured and Waiver of Subrogation as evidence of the coverage's outlined in Paragraphs a, b, and c, above, and this Paragraph d. Approval will be expedited if all required coverage's and the following endorsements are included on the Certificates:
 - i. Endorsement showing DCTA, DART, Railroad and their affiliate companies and organizations named as additional insureds in as required by Paragraphs a. and b., above and requiring that DCTA be given 30 days' notice of cancellation or modification. The certificate must specify that the endorsement is applicable to the General Liability and Auto Liability Policies.
 - ii. The General Liability policy shall provide contractual liability coverage for operations within 50 feet of a railroad or the purchase of a Railroad Protective Liability Policy with limits of liability of no less than \$2,000,000 per occurrence and \$6,000,000 aggregate.
 - iii. The General Liability policy shall provide coverage for XCU hazards.
 - iv. Waiver of subrogation endorsement specific to Workers Compensation.
- e. All policies must contain a cross liability endorsement reading as follows:

"It is agreed that the inclusion of more than one person, corporation, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit or judgment made, brought or recovered by or in favor of any other insured. This policy shall protect each person, corporation, organization, firm or entity in the same manner as though a separate policy had been issued to each; provided that this endorsement shall not operate to increase the company's limits of liability as set forth elsewhere in this policy."

- f. Unless Permittee's insurance covers the operations of Permittee's contractors and subcontractors, Permittee shall require all contractors and subcontractors engaged by Permittee to perform work within the Licensed Premises pursuant to this Agreement to comply with the provisions of this Section 10 in the same manner as Permittee.
11. **Removal from Licensed Premises:** At the request of DCTA or Railroad, Permittee shall remove from the DCTA Corridor any employee of Permittee, or Permittee's contractor or subcontractor who fails to comply with DCTA and/or Railroad's operating and safety rules and any right of Permittee or its contractor to enter upon the DCTA Corridor shall be suspended until compliance with such rules is obtained. To the extent allowed by law, Permittee and its contractor(s) shall indemnify, defend, and hold DCTA, DART, and Railroad harmless against any claim arising from removal any such employee from the DCTA Corridor.
12. **Identification:** Company-issued photo identification is required of all Permittee's employees, contractors, and subcontractors working on the Licensed Premises which clearly identifies the person as someone authorized to be on the Licensed Premises pursuant to this Agreement.
13. **Termination:** Any Permit issued under this Agreement shall terminate on the earliest of:
- a. The date set forth in Section 2, above, as the end of the Term; or
 - b. The date established by mutual written agreement of the Parties; or
 - c. The date Permittee has completed all work and/or other activities related to the Permitted Purpose and has completed restoration of the Licensed Premises as required by Section 4, above; or
 - d. 5:00 p.m., Central Time on the tenth (10th) day following DCTA's delivery of notice to Permittee of non-compliance by Permittee or Permittee's contractor with the provisions of this Agreement if Permittee or Permittee's contractor has failed to cure such non-compliance by that time; provided, however, if the non-compliance is the failure to comply with a DCTA and/or Railroad operating and safety rule pursuant to Section 7, above, termination shall be at 5:00 p.m. Central Time on the second (2nd) day after delivery of the notice to Permittee if Permittee remains out of compliance with such operating or safety rule unless the notice of non-compliance expressly provides a longer period for Permittee to come into compliance; or
 - e. The date any of the insurance coverage required to be provided by Permittee and/or its contractors or subcontractors pursuant to Section 10, above, expires without being renewed.

14. **Miscellaneous.**

- a. **Notice.** When written notice is permitted or required by this Agreement, it shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

If to DCTA: Denton County Transportation Authority
1955 Lakeway, Suite 260
Lewisville, Texas 75067
ATTN: Rail Development

With Copy to: Joseph J. Gorfida, Jr., General Counsel
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If to DISD: Denton Independent School District
Attn: Superintendent of Schools
1307 N. Locust Street
Denton, Texas 76201

With Copy to: Denton Independent School District
Attn: Technology Information Officer
1307 North Locust Street
Denton, Texas 76201

If to County: Denton County
Attn: County Judge
110 West Hickory Street, Room #207
Denton, Texas 76201

With Copy to: Denton County Technology Services
Attn: Chief Information Officer
701 Kimberly Drive, Suite 285
Denton, TX 76208

Any Party may change its address for notice by giving the other Parties written notice thereof, provided, the other Parties shall not be bound by such change of address until notice of change has been received.

- b. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the executing Parties.
- c. **Entirety and Amendments.** This Agreement and Permit(s) embody the entire agreement among the Parties and supersedes all prior agreements and understandings, if any, relating to the Licensed Premises and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the Party against whom enforcement is sought.

- d. **Governing Law; Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue for any dispute between any or all of the Parties arising from or related to this Permit shall be in a state court in Denton County, Texas, the personal jurisdiction to which the Parties hereto agree to submit.
- e. **Number and Gender.** Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
- f. **Assignment.** This Agreement is not assignable by Permittee. DCTA may assign this Agreement to DART or such other owner of the DCTA Corridor upon termination of the DART Agreement.
- g. **No Joint Enterprise.** The Parties do not intend this Agreement to be construed as finding that the Parties have formed a joint enterprise. The purposes for which each Party has entered into this Agreement are separate and distinct. It is not the intent of any of the Parties that a joint enterprise relationship is being entered into and the Parties hereto specifically disclaim such relationship. This Agreement does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the Parties.
- h. **Counterparts.** This Agreement and any Permit signed pursuant to this Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
- i. **Waiver of Default.** It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
- j. **No Property Conveyance.** Permittee understands, acknowledges, and agrees that this Permit is solely contractual and does not constitute a conveyance of an interest in real property.
- k. **Effective Date.** This Agreement shall become effective on the date it is signed by the authorized representatives of DCTA and Permittee.
- l. **DART and Railroad as Third Party Beneficiaries.** Permittee understands, acknowledges, and agrees that to the extent any right of indemnification or other obligation stated herein is expressly made in favor of DART or Railroad, DART and Railroad constitute a third party beneficiaries of this Agreement with the right to enforce said provisions in this Agreement without the necessity of DART or Railroad acknowledging their rights as a third party beneficiaries hereto.

SIGNED AND AGREED this 30th day of January, 2020.

DENTON COUNTY TRANSPORTATION
AUTHORITY

By: 
Raymond Suarez, CEO

APPROVED AS TO FORM:

Attorney for DCTA

SIGNED AND AGREED this ____ day of _____, 2020.

DENTON INDEPENDENT SCHOOL DISTRICT

By: _____
Barbara Burns, President, Board of Trustees

ATTEST:

Doug Chadwick, Secretary Board of Trustees

APPROVED AS TO FORM:

Randolph W. Stout,
Legal Counsel for Board of Trustees

SIGNED AND AGREED this ____ day of _____, 2020.

DENTON COUNTY, TEXAS

By: _____
Andy Eads, County Judge

ATTEST:

Denton County Clerk

APPROVED AS TO FORM:

By: _____
Assistant District Attorney

**EXHIBIT "A"
FORM OF PERMIT**

RIGHT OF ENTRY PERMIT

(DENTON COUNTY/DENTON ISD LIMITED RIGHT OF ENTRY AGREEMENT)

This **Right-of-Entry Permit** ("Permit") is issued by **Denton County Transportation Authority** ("DCTA") to **Denton Independent School District** ("DISD") or the **County of Denton, Texas** ("County")(DISD and County hereafter collectively or singularly, as the case may be, referred to as "Permittee") for the benefit of Permittee and Permittee's Contractor (defined below) pursuant to that certain Limited Right-of- Entry Agreement between DCTA and Permittee effective _____, 2020, as amended from time to time ("the Agreement") and is made a part of the Agreement.

Date(s) and Time(s) Access to DCTA Required to Perform the Work (attach detailed schedule if more space required):

Date	Time

Description of Work to be Performed (attach detailed scope of work if more space required):

Complete the following information of the Work under this Permit to be performed by Permittee or Permittee's employee:

Work to be performed by (select correct Party): County DISD

Project Contact Person Name:	
Project Contact Person Information:	Work Phone:
	Cell Phone:
	E-Mail Address:

The Contractor that will be performing the Work pursuant to this Permit ("Permittee's Contractor") is:

Contractor Name:	
Contractor Address:	_____ _____ _____
Contractor Phone:	() _____
Contractor E-Mail:	_____
Contractor On-Site Representative:	
Contact Information for Contractor Representative:	Office Phone: () _____ Cell Phone: () _____ E-Mail: _____

By signing this Permit, Permittee and Permittee's contractor warrant and represent that each person entering the DCTA Corridor pursuant to this Permit has attended a creditable Roadway Worker Protection course and successfully passed all required examinations associated with that course as required by Section 7 of the Agreement.

By signing this Permit, Permittee's Contractor understands, acknowledges, and agrees that Permittee's Contractor has received and read a copy of the Agreement, has been afforded an opportunity to review the Agreement and this Permit with an attorney, and is required to comply with all of the provisions of the Agreement and this Permit including, but not limited to, the obligation to indemnify, defend, and hold harmless DCTA, DART, and Railroad in accordance with Section 9 of the Agreement and the requirement to procure and maintain insurance coverage in accordance with Section 10 of the Agreement.

By signing this Permit, the people signing on behalf of DISD, County, and/or, when applicable, Permittee's Contractor warrant and represent that they have the authority to sign on behalf of the Party for whom they are signing below.

The words and phrases used in this Permit shall have the same meaning as set forth in the Agreement unless indicated otherwise.

Signed and agreed on behalf of _____ this ____ day of _____, 20__.

By: _____

Printed Name: _____

Title: _____

Signed and agreed on behalf of Permittee's Contractor this ____ day of _____, 20__.

Permittee's Contractor: _____

By: _____

Printed Name: _____

Title: _____

Permit Approved by DCTA this ____ day of _____, 20__.

By: _____

Printed Name: _____

Title: _____