

STATE OF TEXAS                   §  
   §  
COUNTY OF WASHINGTON   §

**RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into by and between Washington County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and \_\_\_\_\_ (hereinafter "Landowner"), owner of property identified by the Washington County Central Appraisal District as #R\_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, the County engages in regular maintenance of roadways and is in need of safe and consistent equipment storage throughout the year; and

**WHEREAS**, the Landowner owns certain real property in Washington County identified by Washington County Central Appraisal District Property ID as #R\_\_\_\_\_, (the "Property"), upon which the County desires to enter for the purpose of parking and storing equipment; and

**WHEREAS**, the Landowner is willing to grant permission to the County, to enter onto the Property in order to store said equipment, under the terms and conditions stated herein.

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

1. The Landowner grants to the County, its agents, contractors, and consultants a right of entry and license to enter upon the Property.
2. The Counties entry rights are specifically limited to the storage of equipment and shall not include any other activities.
3. The County further agrees to exercise due care in the performance of storing of equipment, and not to unreasonably interfere with the Landowner's activities on the Property.
4. The term of this Agreement shall be from the date on which this Agreement has been executed by the last party hereto ("Execution Date") to the expiration of written notice of expiration by either party. Upon expiration of this Agreement or upon termination by either party as provided herein, the County shall within five business days remove any and all of its equipment from the Property and restore the Property and the roadway accessing the Property to the condition existing immediately prior to the County's entry, reasonable wear and tear, excepted.
5. The County shall not take any actions that unreasonably interrupt the normal operations of the Landowner on the Property. The County agrees that its storage of equipment

shall not cause interference to the use or enjoyment of the property of the Landowner and any licensees located at the Property or neighboring landowners.

6. 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 written agreement executed by the parties.
7. This Agreement shall be governed by the laws of the State of Texas.
8. Landowner requires that the additional conditions be met by the County as part of the access agreement:

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its name and behalf by its duly authorized representative as of the date first written above.

WASHINGTON COUNTY

LANDOWNER

\_\_\_\_\_  
Judge John Durrenberger  
Washington County Judge

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date