

RIGHT OF ENTRY

THIS RIGHT OF ENTRY (this "Agreement@") is entered into effective as of the date (the "Effective Date") of signature by Grantor (as hereinafter defined) by and between **COASTAL WATER AUTHORITY**, a conservation and reclamation district created pursuant to the Constitution and laws of the State of Texas, whose address for purposes hereof is 1801 Main Street, Suite 800, Houston, Texas, 77002, Attn: Executive Director, and _____, whose address is _____, Houston, TX _____, Attn: _____ ("Grantee").

RECITALS

Grantor is the owner of an interest in that certain tract of real property as shown on the legal description and/or drawing attached to this Agreement as **Exhibit "A"** (the "Property").

Grantee has requested Grantor's permission for access over and across the Property for the purpose of _____.

Grantor has agreed to allow Grantee such access according to the terms of this Agreement.

AGREEMENT

NOW, for and in consideration of the above recitals and the mutual agreements contain in this Agreement, the parties agree as follows:

1. Agreement for Access. Grantee its employees, agents and equipment service contractors will have the right of ingress and egress to the Property over and cross the Property for the purpose recited above, during regular working hours.

2. Term. The License granted under this Agreement shall have a term commencing on the Effective Date as shown following Grantor's signature below and extending until _____ calendar days thereafter.

3. Consideration. Grantee agrees to pay Grantor as follows: _____ . Payment shall be due and payable on or before the effective date of this Agreement.

4. General Provisions.

4.1. Grantee agrees to conduct all operations in a careful, diligent and workmanlike manner, and in strict compliance with all laws, regulations, and orders of duly constituted authorities and industry guidelines.

4.2. Survey stakes or markers of any kind shall not be placed inside the CWA right of way.

4.3. Access is limited to light duty vehicles, PU trucks and ATV's unless otherwise specified.

4.4. Access during wet weather conditions is prohibited.

4.5. CWA gates will be kept locked at all times during and after specified activities.

4.6. Grantee or its contractor(s) and subcontractors shall give 24 hours prior notice of its entry onto the Property by contacting Grantor. Hours of access shall be limited to Monday thru Friday from 7:30 am to 3:30 pm.

4.7. Grantee agrees to compensate Grantor for all damages over and above normal wear and tear which may have occurred as a result of Grantee's entry and operations on the Property. Grantee, at its sole cost and expense, will repair all road damages, ruts, fence damages and damages to the vegetation resulting from its entry and operations on the Property.

5. **INDEMNIFICATION AND RELEASE OF GRANTOR.**

GRANTEE, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, BY THIS AGREEMENT DOES RELEASE AND DISCHARGE THE GRANTOR AND AGREES THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE GRANTOR, ITS PREDECESSORS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES AND ITS FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES AND OFFICERS FROM ANY AND ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES OR INJURIES TO PERSONS OR PROPERTY, COSTS OR EXPENSES (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR GRANTEE'S ENTRY ONTO OR USE OF THE PROPETRY, EXCLUDING ONLY CLAIMS CAUSED BY THE SOLE GROSS NEGLIGENCE OF GRANTOR.

6. Insurance. With no intent to limit Grantee's liability under the indemnification provisions set forth above, Grantee shall provide and maintain in full force and effect during the Term of this Agreement and all extensions and amendments thereto, at least the following insurance:

(a) Worker's Compensation at statutory limits;

(b) Employer's Liability, including bodily injury by accident and by disease, for \$500,000 combined single limit per occurrence and a twelve (12)-month aggregate policy limit of \$1,000,000;

- (c) Commercial General Liability Coverage, including blanket contractual liability, products and completed operations, personal injury, bodily injury, broad form property damage, operations hazard, pollution, explosion, collapse and underground hazards for \$2,000,000 per occurrence and a twelve (12) month aggregate policy limit of \$4,000,000;
- (d) Automobile Liability Insurance (for automobiles used by Grantee in the course of its performance under this Agreement, including employer's non-ownership and hired auto coverage) for \$1,000,000 combined single limit per occurrence; and

The insurance coverages required above may be represented in one (1) or more certificates of insurance, which shall be provided to the Grantor at the address set forth above.

The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas issued by the Texas Board of Insurance and a rating of at least B+ and a financial size of Class VI or better in the most current edition of Best's Insurance Reports. Each issuer must be responsible and reputable and must have financial capability consistent with the risks covered.

Each policy, except those for Worker's Compensation and Employer's Liability, must name the Grantor and its agents, officers, directors, officials, legal representatives, employees and assigns as additional insured parties with respect to the original policy and all renewals or replacements during the Term of this Agreement.

Grantee shall assume and bear any claims or losses falling under or within any deductible amounts under any insurance policy responsive to the requirements of this Agreement and waives any claim it may ever have for the same against the Grantor, its officers, agents or employees.

All such policies and certificates shall contain an agreement that the insurer shall notify the Grantor in writing not less than thirty (30) days before any material change, reduction in coverage or cancellation of any policy.

Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the Grantor, its officers, agents or employees.

Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Grantor as an additional insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

Grantee shall be entitled to purchase and maintain the insurance required under this Agreement under so-called blanket policies, provided the coverage thereunder is at least at the levels contained herein and is otherwise adequate in keeping with prudent underwriting standards.

Grantee shall require all third party contractors and subcontractors that are to perform work under this Agreement to maintain in full force and effect during the term of this Agreement and all extensions and amendments thereto insurance in the amount and type that is customary for conducting any activities on the Property for Grantee.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas. Venue for any litigation relating to this Agreement is Harris County, Texas

8. Severability. If any provision of this Agreement is determined to be illegal or unenforceable for any reason, the remaining provisions hereof shall not be affected thereby.

The parties have executed this Agreement, in multiple counterparts, each of which is deemed to be an original, to become effective on the date of signature on behalf of Grantor.

GRANTOR
COASTAL WATER AUTHORITY

By: _____

Name: _____

Title: _____

Effective Date: _____

GRANTEE

Company: _____

By: _____

Name: _____

Title: _____