TEMPORARY RIGHT OF ENTRY

THE STATE OF TEXAS

§ §

COUNTY OF TRAVIS §

Recitals

This Right of Entry Agreement (Agreement) represents the agreement between the City of Austin, a municipal corporation, and the Urban Renewal Agency of the City of Austin for the premises located at 916 E. 11th Street and 907 Juniper Street in Austin, Texas, regarding the design and construction of improvement known as the African American Cultural and Heritage Facility (the Project).

The City of Austin, a municipal corporation (City) desires to obtain a Temporary Right of Entry that will permit it to enter the premises described above for: construction trailer, equipment staging, material storage and any and all tasks as deem necessary by the City related to the development of the. Project within the limits of the two tracts described in the attached and incorporated **EXHIBIT "A"** (Property).

Owner desires to grant permission to the City of Austin to survey, conduct site review and analysis, and to construct, operate, maintain, repair, replace, upgrade, decommission, remove, and make connection with the Project Improvement using the Temporary Staging Area and Material Storage Site, and full and non-exclusive rights to control the use of the Property for these purposes.

Owner agrees to grant this Temporary Right of Entry to the City of Austin, upon the following terms and conditions:

- 1. The City of Austin, its agents, consultants, and contractors, have the right to enter upon the Premises from and after July 1, 2011, until July 31, 2012 to conduct field reconnaissance, surveying, geo-technical boring, staging and material storage, and any and all tasks necessary and deemed necessary by the City of Austin its agents, consultants, and contractors.
- 2. The City of Austin hereby agrees to indemnify, defend, assume all liability for and hold harmless the Urban Renewal Agency of the City of Austin and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons, which may be caused by the City of Austin's activities pursuant to this Right of Entry or arising out of or in connection with such activities, whether such activities or performance therof is by the City of Austin or anyone directly or indirectly employed or under contract with City of Austin and whether such damage or claim shall accrue or be discovered before or after the termination of this Right of Entry. The City of Austin, specifically, and not by way of limitation agrees that it shall be responsible for the repair, maintenance and cleanup of any activities authorized pursuant to section 1 herein. The indemnity and other rights afforded to the Urban Renewal Agency of the City of Austin by this section shall survive the revocation or termination of this Right of Entry.

- 3. Upon the termination or revocation of this Right of Entry, City of Austin shall, at its own cost and expense, restore the Property to the same condition in which it was prior to City of Austin's entry. In case City of Austin shall fail to restore the Property to its prior condition within ten (10) business days after the effective date of the termination, the Urban Renewal Agency of the City of Austin may proceed with such work at the expense of City of Austin.
- 4. The City of Austin, its agents, consultants, or contractors, agree to contact the Owner, by telephone at least forty-eight hours in advance before beginning the field reconnaissance and performing one geo-technical bore.
- 5. This right of entry is irrevocable for the term granted.

Executed on July <u>/</u>8, 2011.

Urban Renewal Agency of the City of Austin, a Texas urban renewal agency

Ben M. Sifuentes, Chairman Board of Commissioners

CITY OF AUSTIN, TEXAS; a home-rule city and municipal corporation

Lauraine Rizer, Officer

OFFICE OF REAL ESTATE SERVICES

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on July 13, 2011 by Ben M. Sifuentes, Chairman, Urban Renewal Agency of the City of Austin on its behalf.



Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on this ______ day of July, 2011 by Lauraine Rizer, Officer, Office Real Estate Services, City of Austin, Texas, on behalf of the City, a municipal corporation, on behalf of the corporation.

(SEAL)

Notary Public, State of Texas

KHRIS STARBUCK
MY COMMISSION EXPIRES
October 11, 2012

Exhibit A

Parcel 1

916 E. 11th Street—Parcel ID # 02080616100000

The South 104.5 feet of the West 50 feet of Lot 3, Outlot 55, Division B, in the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Book Z, Page 599, Deed Records, Travis County, Texas

Parcel 2

907 Juniper Street—Parcel ID # 02080616050000

The northwest ¼ of Lot 3, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, a subdivision according to the plat of record in Volume Z, Page 599 Deed Records, TRAVIS County, Texas

AFTER RECORDING, RETURN TO CITY OF AUSTIN PICK UP BOX:

974-7090

ATTN: Khris Starbuck, Property Agent

File#: 4001.18

Project Name: African American Cultural and Heritage Facility—E. 11th & 12th St. Urban

Revitalization Project

TCAD: 0208061611 & 0208061612

Accepted by: Sarah Graham Site Plan #: SP-2010-0220C