

TEXAS DEPARTMENT OF TRANSPORTATION
TECHNICAL PROVISIONS
FOR
SH 99 GRAND PARKWAY SEGMENTS H, I-1 AND I-2

ATTACHMENT 7-1
RIGHT OF ENTRY AGREEMENT

RFP ADDENDUM #7

NOVEMBER 4, 2016



Atkins North America, Inc.
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Today's Date

Last Name, First Name

Street Address

City, State Zip

Parcel ID Number: _____ Tax ID Number: _____

Land Referencing Address: _____

Re: Proposed State Highway 99 (Grand Parkway) Segments H and I-1
Property Access for Surveying, Environmental, Geotechnical, and Subsurface Utility Studies

Dear Property Owner:

The Texas Department of Transportation (TxDOT) is investigating the Selected Alternative Alignment for the construction of Grand Parkway Segment H (US 59/IH 69 to US 90) and Segment I-1 (US 90 to IH 10-E). As the project progresses, TxDOT will solicit proposals from private Developers to design and build this transportation facility. TxDOT has obtained the services of Atkins North America, acting on behalf of TxDOT, to secure the permissions necessary for TxDOT's consulting teams and prospective Developer teams to conduct surveying, environmental, geotechnical, and subsurface utility engineering (SUE) field investigations.

Representatives of the TxDOT consulting team and prospective Developers will be conducting environmental investigations to determine potential effects the proposed alignment would have on environmental resources in the area and to comply with regulatory permitting requirements. Additionally, geotechnical and SUE studies consisting of soil borings would be taken to determine the types of soils and utilities below the proposed right-of-way of Grand Parkway Segments H and I-1. The investigations will require that scientists and geotechnical experts obtain entry to areas of private land with the understanding that livestock, fences, buildings, etc., will not be disturbed.

All of the field work will be within the proposed project limits and conducted by walking and/or all-terrain vehicle. In some locations, small shovel holes and/or small borings will be excavated to evaluate soil characteristics. The holes will be filled on the same day as soon as work is completed. Temporary flagging may be placed on your property during the field efforts. You and/or your representative may request to be present during the fieldwork. Field surveyors, scientists, and geotechnical experts may need to access your property at various times within the next three years.

We appreciate your cooperation in this effort. Please review the Right of Entry document, and if acceptable, sign and return the enclosed form as soon as possible using the enclosed postage-paid envelope. Alternatively, you can scan and e-mail the form to James.Lowe@atkinsglobal.com or fax to (281) 493-1047. If you have any questions about the above work, please contact James Lowe at (281) 529-4162 at the Atkins Houston, Texas, office. If you need additional information regarding the proposed project, please contact Terri Dedhia with TxDOT at Terri.Dedhia@txdot.gov.

Sincerely,

Project Manager - Atkins



Rev 04/12/13

Grand Parkway – SH 99

Right of Entry

Parcel ID No. _____ Tax ID No. _____

Land Referencing Address: _____

CSJ No. 3510-07-003. -08-001. 09-001. -09-002. -10-001

Segment H & I-1

The Owner, or authorized representative known to be _____, hereby grants a Right of Entry to TxDOT, its contractors, consultants, agents, and all others TxDOT deems necessary, including prospective Developers, to perform work necessary for the completion of the design, surveying, geotechnical evaluation, sounding, environmental studies, utility investigation, and other examination required to be performed in anticipation of the final design of the project and/or prior to the acquisition of property necessary for the Project.

- The Owners reserve all rights, title, and interest in and to the property, and this Right of Entry shall in no way prejudice Owner's right to contest the acquisition of the property or to receive full and just compensation as allowed by law for any interest in and to the property that may be needed by the State of Texas, and damages, if any, to the remainder of the Owner's interest to and in the property.
- This Right of Entry shall not prejudice Owner's rights to any relocation benefits for which the Owner would be eligible.
- The Owner, or authorized representative, grants TxDOT, its contractors, consultants, agents, and all others, necessary to perform work required, at its own risk and expense, the right of ingress and egress over and across the property for the purpose of accessing the proposed Right of Way.
- TxDOT and all others sharing in the Right of Entry granted hereunder will attempt to utilize only non-destructive testing methods but, if necessary, will restore the property to prior condition for any damage or make reimbursement to the owner for any damage to the property.
- The Right of Entry shall be effective the date this document is executed and shall remain in effect until the sooner of (1) the date that this Right of Entry is revoked in writing by Owner, or (2) the date that the proposed right of way is acquired in the name of the State of Texas.
- The Owner, or authorized representative, shall have the right to accompany any or all operations being performed as a result of the use of this document.
- If there are any tenants or lessees on the property who must be contacted, the Owner, or authorized representative, agrees to contact them or to provide TxDOT, and upon request, any party sharing in this Right of Entry, the names and contact numbers so that TxDOT and others sharing in this Right of Entry may give them proper notice prior to entering the property.
- The Right of Entry, unless revoked or terminated, shall extend to and bind the parties, their heirs, executors, administrators, legal representatives, successors, and assigns, including the contractors, consultants, agents and all others TxDOT has deemed necessary to share in this Right of Entry.

Grand Parkway Project
Parcel ID No.
Tax ID No.
Land Referencing Address:
Owner Name:

- If Owner is other than an individual, the undersigned representative of the Owner warrants and represents that he or she is duly authorized and empowered to enter into and to execute this Right of Entry on behalf of the Owner.

The Grand Parkway Project is progressing to the next level. TxDOT appreciates previous Right of Entry's but now requires additional access for highway design activities. If there are any questions, please contact:

James Lowe at James.Lowe@atkinsglobal.com and 281.529.4162. Fax: 281.493.1047.

This Right of Entry is in addition to any prior right of entry granted to TxDOT by the Owner in respect of the parcel identified at the top of page one, is for specific purposes described in the introductory paragraph for the benefit of the persons identified in that paragraph and is subject to the terms of the Owner's grant of this Right of Entry. Should the Owner have any concerns or questions regarding the activities of any person sharing or claiming to share in this Right of Entry, the Owner shall be entitled to enlist the assistance of TxDOT through Terri Dedhia at Terri.Dedhia@txdot.gov.

IN WITNESS WHEREFORE, this instrument is executed on and shall be effective as of this _____ day of _____, 2014.

OWNER

Telephone Number

PRINT NAME

Alternate Mailing Address (if Applicable)

COMMENTS / CONDITIONS FOR RIGHT OF ENTRY (IF APPLICABLE):
