

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (this "Agreement") is entered into and is effective upon being signed by both parties hereto on the latest date signed below ("Effective Date") by and between **SE LEGACY DEVELOPMENT, LLC**, a Texas limited liability company, ("Grantee") and **LTM6 LAND COMPANY, LTD.**, a Texas limited partnership (referred to as "Owner", whether one or more).

Property: The property subject to the terms of this Agreement is that certain 7.714 acres of land out of a 604.14 acre tract of land conveyed to Owner under that deed recorded in Volume 5101, Page 0718, of the Official Property Records of Webb County, Texas, and is more fully described in the map survey attached hereto as **Exhibit A**, and fully incorporated in this description by reference (the "Property"). This Agreement does not constitute a conveyance of an easement by Owner to Grantee, while such easement(s) may later be conveyed, however, the Property subject to the terms of this Agreement shall include those areas described in Exhibit A as "Proposed 20' Temporary Construction Easement" and "Proposed 30' Water Line Easement."

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Grantee, its contractors and assigns, including its consultants and other such professionals ("Licensees") are hereby granted a temporary access license for right of entry to the Property and shall have **three (3) months** from the date of this Agreement to conduct investigations, including, topographical and boundary surveys, engineering studies, planning feasibility studies, archeological and environmental inspections, mechanical vegetation clearing, geotechnical drilling and analysis, a study of drainage and access, appraisals, and all such other investigations and surveys as Grantee may require to determine the suitability of the Property for Grantee's intended use ("Investigations"). Grantee, in the conduct of its investigations, shall not unreasonably interfere with any existing operations on the Property, and Owner shall not unreasonably interfere with Licensees' investigations. Furthermore, Grantee shall reasonably repair any physical damage to the Property resulting from such investigation and shall cause the Property to be in substantially the same condition as of the date hereof. While on the Property, Grantee will comply with all applicable government laws and regulations and reasonable requests of Owner with regard to access of driveways and gates.

Grantee shall hold harmless Owner and/or anyone associated with the Owner, such as renters on the Property, from and against any liability for personal injury or property damage sustained by any person as a result of any cause. and indemnify each of them from and against any and all loss, claim, cause of action, lawsuit, damage, liability, cost or expense whatsoever which any of them may incur arising out of or in connection with Licensees travel to and from and presence upon the Property including, but not limited to the Investigations.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

THIS RIGHT OF ENTRY AGREEMENT is executed by Owner and Grantee to be effective as of the Effective Date first written above.

OWNER:

By: _____

Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

GRANTEE:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

