The State of Texas

Austin, Texas

LIMITED RIGHT OF ENTRY AGREEMENT

STATE OF TEXAS

COUNTY OF STARR

KNOW ALL BY THESE PRESENTS:

This Limited Right of Entry (the “Agreement”) is granted by virtue of the authority granted in Chapter 51, TEX. NAT. RES. CODE, 31 TEX. ADMIN. CODE § 13, et seq., and all other applicable statutes and rules, as the same may be amended from time to time.

ARTICLE I. PARTIES

1.01 In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the STATE OF TEXAS, acting by and through Mark A. Havens, Deputy Land Commissioner and Chief Clerk of the Texas General Land Office (the “State”), hereby grants to the Texas Department of Public Safety, whose address is 2525 N. International, Weslaco, Texas, 78599, its employees, agents and subcontractors (collectively “User”), a revocable license to use the surface estate of certain Permanent School Fund land (the “Premises”) solely for the purposes identified in Article IV below.

ARTICLE II. PREMISES

2.01 The Premises is certain Permanent School Fund land located in Starr County, Texas, more particularly described in Exhibit “A”, attached hereto and incorporated herein.

2.02. USER HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS SAME "AS IS" IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. USER IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF THE STATE REGARDING ANY ASPECT OF THE PREMISES, BUT IS RELYING ON USER'S OWN INSPECTION OF THE PREMISES. THE STATE DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER EXPRESS OR IMPLIED WARRANTY NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. USER IS HEREBY PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND USER IS ADVISED TO EXAMINE IN THE ARCHIVES AND RECORDS DIVISION OF THE GENERAL LAND OFFICE, 1700 NORTH CONGRESS AVENUE, AUSTIN, TEXAS, 78701 AND ALL OTHER LAND TITLE RECORDS IN WHICH THE PREMISES ARE LOCATED. THE
PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

ARTICLE III. TERM

3.01 The term of this Agreement is for a period of one year, beginning on November 17, 2021 ("Effective Date") and ending automatically on November 16 2022. Either party may terminate this Agreement by giving notice to the other Party at the address specified in Article X. Upon receipt of any such notice, the Agreement shall automatically terminate, and User shall cease all activities on the Premises.

ARTICLE IV. USE OF THE PREMISES

4.01 User and User’s employees, contractors, and agents shall have the right to use the Premises to erect, maintain, operate, inspect, and repair temporary border fencing and for no other purpose. User is specifically prohibited from modifying the Premises in any manner not authorized herein, and from using, or allowing the use by others of the Premises for any other purpose. User will not erect any permanent structures on the Premises without the advance written consent of the State. User expressly agrees and acknowledges that an existing easement on the Premises (ME20220011) was granted to the State of Texas, acting by and through the Texas Facilities Commission (the “Easement”). User agrees that their intended use authorized herein is not inconsistent with the rights granted in the Easement.

4.02 User shall provide at least 24-hours notice to the State prior to entering the Premises. The State reserves the right to enter upon the Premises at any time with or without prior notice to User for any purpose, including the inspection of the condition thereof.

4.03 User may not maintain or allow nuisances or public hazards on the Premises and shall be under a duty to abate or remove any activity or property constituting or contributing to a hazard or nuisance.

4.04 User shall take all diligent precautions to avoid damage or loss to the State’s lessee’s crops on the Premises.

4.05 User shall not allow the presence on or within the Premises of any Hazardous Substance in any manner that violates any federal, state or local laws or regulations. "Hazardous Substances" shall mean any substance or material defined or designated as a hazardous waste, toxic substance or other pollutant or contaminant, by any law or regulation. User shall not allow any Hazardous Substances to migrate off the Premises or the release of any Hazardous Substances into adjacent surface waters, soils, underground waters or air in violation of any federal, state or local laws or regulations. If User violates any law or regulation concerning the presence or use of Hazardous Substances at or affecting the Premises or the handling or storing of Hazardous Substances at or affecting the Premises, User shall promptly take whatever action is necessary to determine the type or extent of the release, to mitigate and to correct the violation.

ARTICLE V. CONSIDERATION

5.01 The consideration for the granting of this Agreement to User shall be the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged.

ARTICLE VI. ASSIGNMENTS

6.01 User may not assign or sublease any of the rights granted by this Agreement.
ARTICLE VII. PROTECTION OF NATURAL AND HISTORICAL RESOURCES

7.01 USER IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966, (PB-89-66, 80 STATUTE 915; §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. (VERNON 2000 SUPP.). IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING ANY ACTIVITY ON THE PREMISES, USER WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY STATE AND THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711, SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE.

ARTICLE VIII. LIABILITY AND INDEMNITY

8.01 USER SHALL BE FULLY AND SOLELY LIABLE AND RESPONSIBLE FOR ANY LOSS, BODILY INJURY, DEATH OR PROPERTY DAMAGE, OF ANY NATURE, ARISING OUT OF, OR RESULTING FROM, ITS OWN ACTS OR OMISSIONS OR THE ACTS OR OMISSIONS OF ANY PERSON OR PERSONS USING THE PREMISES OR RELATED TO USERS' EXERCISE OF THE RIGHTS GRANTED HEREIN. TO THE FULLEST EXTENT ALLOWED BY LAW, USERS AGREE TO AND SHALL INDEMNIFY AND HOLD THE STATE, THE STATE'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGES OR THE NEGLIGENCE OF ANY PARTY, EXCEPT FOR THE CONSEQUENCES OF THE SOLE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF THE STATE, THE STATE'S OFFICERS, AGENTS, EMPLOYEES, OR INVITEES, ARISING DIRECTLY OR INDIRECTLY FROM USERS' USE OF THE PREMISES (OR ANY ADJACENT OR CONTIGUOUS PSF LAND) OR FROM ANY BREACH BY USERS OF THE TERMS CONTAINED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

ARTICLE IX. REPAIRS, REMOVAL AND TAXES

9.01 Upon termination of this Agreement, Users shall repair any damages to the Premises arising out of its use and return the Premises in the same physical condition as existed before this Agreement. User shall also remove its personal property from the Premises not later than the date of termination. THE TERMS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

ARTICLE X. NOTICE

10.01 Any notice which may or shall be given under the terms of this Agreement shall be in writing and shall be either delivered by hand or by electronic mail. If for the State to the General Land Office, Attn: Alan McWilliams, Deputy Director and Nick Orman, Office of General Counsel, 1700 North Congress Avenue, Austin, Texas 78701-1495 (Alan.McWilliams@glo.texas.gov and Nick.Orman@glo.texas.gov), and if for User, to it at victor.escalon@dps.texas.gov (EMAIL ADDRESS). Either party's address may be changed from time to time by such party by giving notice as provided above. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided.

ARTICLE XI. MISCELLANEOUS PROVISIONS
11.01 No provision of this Agreement shall be construed in such a way as to constitute the State and User joint venturers or co-partners or to make User the agent of the State or make the State liable for the debts of User.

11.02 In the event any provision of this Agreement is more restrictive than any administrative rule promulgated by the General Land Office and/or the School Land Board, this Agreement shall control.

ARTICLE XII. ENTIRE AGREEMENT

12.01. This Agreement, including any exhibits to the same, constitutes the entire agreement between the State and User and no prior or contemporaneous written or oral promises or representations shall be binding. The submission of this Agreement for examination by User or the State and/or execution thereof by User or the State does not constitute a reservation of or option for the Premises and this Agreement shall become effective only upon execution of all parties hereto and delivery of a fully executed counterpart thereof by the State to User.

12.02 This Agreement shall not be amended, changed or extended except by written instrument signed by both parties thereto.

IN TESTIMONY WHEREOF witness our hand and Seal of Office.

THE STATE OF TEXAS
ACTING BY AND THROUGH THE TEXAS GENERAL
LAND OFFICE

By: ____________________________

Mark A. Havens
Deputy Commissioner, Chief Clerk
Texas General Land Office

Date: 11/19/2021
USER: TEXAS DEPARTMENT OF PUBLIC SAFETY

By: Victor Escalon
(Printed Name)

Regional Director – South Texas Region
(Title)

Date: 11-18-2021