

RIGHT OF ENTRY AGREEMENT

This Agreement is made this _____ day of _____, 2010, between the **City of Brier**, a municipal corporation ("City"), and _____ ("Owner").

WHEREAS, the Owner owns the real property legally described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the City and /or its Contractor/agent desires to enter the Property for the purposes of _____, and the Owner desires to permit the City to enter the Property for said purpose;

NOW, THEREFORE, in consideration of the terms and conditions herein stated, City and Owner agree as follows:

1. Owner hereby grants the City and its agents the right of entry and _____ on the Property legally described on Exhibit A attached hereto.
2. This Agreement shall terminate _____ days from the date referenced above, unless the owner approves the extension of this Agreement by written amendment hereto. This Agreement may be terminated by either party at any time without cause; provided each party shall provide the other party with written notice of such intent to terminate the Agreement seven (7) days prior to the effective date of termination.
3. The City shall restore the Property to its condition, as nearly as possible, prior to any disturbance that the City is responsible for during the exercise of its rights herein. The City shall comply with all applicable governmental laws, ordinances, rules, and/or regulations in exercising the privileges granted herein.
4. This right of entry is subject to all valid rights existing in the Property as of the effective date of this agreement. Owner reserves the right to grant others the privilege to use the Property and the parties specifically agree that this Agreement is not exclusive.
5. To the extent authorized by law, the City shall indemnify, defend and hold Owner harmless from and against any claims, loss, costs, legal action, liability, or expense on account of personal injury to any persons or damage to or destruction of property, resulting from the City or its agents negligent exercise of the rights herein granted, excepting only to the extent such claims, costs, damage, injury or expense are not caused by the negligence of the City.
6. Any notice to be given or any documents to be delivered by any party to any other herein, shall be delivered in person or mailed by certified post and addressed to the City or Owner at the following address:

Owner:

City:

Any party may, by written notice to the other, designate a different address.

CITY OF BRIER:

OWNER:

By: _____

By: _____

Its: _____ Its: _____