

STATE OF TEXAS            }            TEMPORARY RIGHT-OF-ENTRY  
  }            AGREEMENT  
COUNTY OF EL PASO        }

This Temporary Right-of-Entry Agreement is entered into between MJLED, LLC., hereinafter referred to as "MJLED", and the COUNTY OF EL PASO, hereinafter referred to as "the COUNTY".

**WHEREAS**, it is the desire of the COUNTY and MJLED to enter into a Temporary Right-of-Entry Agreement to use MJLED property located at 14 SAN ELIZARIO TR 19 (13.29 AC), hereinafter referred to as "the PROPERTY", for the purposes of installing a memorial signpost; and,

**WHEREAS**, MJLED is willing to grant the COUNTY a Temporary Right-of-Entry;

**NOW, THEREFORE**, for the sum of \$1.00 and other good and valuable consideration MJLED agrees to provide a Temporary Right-of-Entry to the COUNTY and the COUNTY agrees to accept such Temporary Right-of-Entry under the following terms and conditions:

1. **ACCESS.** MJLED hereby grants a Temporary Right-of-Entry to the COUNTY, its contractors, subcontractors, agents, and employees, onto the PROPERTY.
2. **PURPOSE.** This Temporary Right-of-Entry is to allow the COUNTY to install a memorial signpost.
3. **TERM.** The Temporary Right-of-Entry shall commence immediately upon the date accepted by the COUNTY and shall terminate on the 31<sup>st</sup> day of March, 2021. The termination date may be extended by mutual agreement of the parties.
4. If any action of the COUNTY, its contractors, subcontractors, agents, or employees, in the exercise of this Temporary Right-of-Entry results in damage to the PROPERTY or items on the PROPERTY, the COUNTY will repair such damage to its condition prior to the damage.
5. This Temporary Right-of-Entry shall be construed under the laws of the State of Texas and the County of El Paso without reference to conflicts of laws principles.
6. **AUTHORITY.** Each of the signatories hereto expressly warrants that he or she has been duly authorized to sign this Temporary Right-of-Entry Agreement.

**Signatures Continue on Next Page**

**EXECUTED** this \_\_\_\_ day of March, 2021.

MJLED, LLC.

BY: \_\_\_\_\_  
Jerry Odom, Owner

**ACCEPTANCE**

The above Temporary Right-of-Entry Agreement, with all conditions thereof, is hereby accepted this 8<sup>th</sup> day of March, 2021 by RICARDO SAMANIEGO as the EL PASO COUNTY JUDGE.

COUNTY OF EL PASO

BY: \_\_\_\_\_  
Ricardo Samaniego, El Paso County Judge