



AGREEMENT FOR LAND ENTRY PERMIT AND RELEASE

Landowner: FORESTAR (USA) REAL ESTATE GROUP INC

Permittee: _____

Permittee Address: _____

City: _____ **State:** _____ **Zip code:** _____

Email: _____

Fax: _____ **Phone:** _____

Tract Name: _____ **Comp #:** _____ **County:** _____

Authorization to inspect Forestar properties may be obtained by printing this document; agreeing to its terms and conditions as evidenced by your signature; and faxing it to 770.272.7440 Attn: **Brittney Summerville**. Be sure to list your fax number and the tract names you wish to access. Upon approval, a fax will be sent to you granting permission and a contact person or code to unlock the entrance gates.

In consideration of the agreements and obligations of Permittee set forth below, this Land Entry Permit is issued by Landowner to Permittee to allow Permittee access on or across land owned or controlled by Landowner or its affiliates (the "Property") for the purpose of evaluating a possible purchase of the Property or a portion thereof from Landowner:

1. Firearms are prohibited on Landowner's Property. Neither Permittee, nor Permittee's employees or agents, may have firearms on Landowner's Property.
2. Permittee's entry is at Permittee's own risk. Landowner advises Permittee that there may be heavy equipment operating on the Property. Permittee acknowledges the Property may be subject to a hunting lease. Accordingly, **Permittee, its employees, agents and contractors, must wear an orange vest at all times while upon Landowner's Property.** Permittee must limit its vehicular access to existing roads across Landowner's land. No ATV's or other recreational or sports-type vehicles are allowed on the Property at any time.
3. Permittee may enter Landowner's Property for a period of 30 days from the execution of this Land Entry Permit and Release, unless the entry period is extended in writing by Landowner. Landowner may revoke this Land Entry Permit at any time in Landowner's sole discretion.
4. Nothing in this document should be construed to limit the rights of Landowner, its successors, tenants, or assigns, or their use of the Property.
5. Landowner, its affiliates, and their respective officers, directors, employees and agents ("Landowner Personnel") may not know what conditions exist upon the Property. Landowner Personnel do not make any warranty or representation of any type, kind or character, whatsoever, as to conditions existing or that may hereafter exist upon the Property, or any improvements thereto. **Permittee, its employees, agents, and contractors ("Permittee Personnel"), enter upon the Property at their own risk, and specifically accept the Property in its then existing condition, and unconditionally release Landowner Personnel from all liabilities, costs, expenses, claims and damages for which Landowner Personnel might otherwise become liable by reason of any accidents, or injuries to or death of any persons, including Permittee, or damage to property, or both, in any manner arising or resulting from, caused by, connected with or related to the presence of any such person or property upon the Property, regardless of how, where, or when such injury, death or damage occurs, even if caused by the negligence of Landowner Personnel, or due to conditions on or defects in the Property.**
6. **By entering the Property or any other property owned or controlled by Landowner, Permittee agrees to indemnify, defend and hold harmless Landowner Personnel from, against and in respect of (i) any and all actions, causes of action, suits, claims, demands, judgments, proceedings and investigation, of any kind whatsoever arising out of, by reason of, as a result of or in connection with the presence of Permittee Personnel on the Property; and (ii) any and all liabilities, damages, losses, costs, expenses (including attorney's fees and the expenses and disbursements of counsel), amounts of judgments, assessments, financial penalties and amounts paid in compromise of settlement, suffered, incurred, or sustained by Landowner Personnel as a result of, by reason of, or in connection with the actions of Permittee Personnel.**

A facsimile signature shall be treated as an original. Paragraphs 5 and 6 of this document survive the termination, expiration or revocation of this Land Entry Permit and Release.

EXECUTED as of _____ day of _____ 200____.

PERMITTEE:

By: _____

Title: _____

Approved by:

Forestar (USA) Real Estate Group Inc.

By: _____

Title: _____

FAX OR MAIL TO:

Forestar (USA) Real Estate Group Inc.
Attn: Brittney Summerville
Phone: 770.272.8140 - Fax: 770.272.7440
3330 Cumberland Blvd.
Suite 275
Atlanta, GA 30339