

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS

AGREEMENT AND FULL RELEASE

This Agreement and Full Release (hereinafter referred to as “Agreement”) is made and entered into by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as “County”), by and through its governing body, the Commissioners Court, and the Brazos Independent School District, through its governing body, the Board of Trustees (hereinafter referred to as “District”).

WHEREAS, District desires to allow County to use District’s parking lot (hereinafter referred to as “Parking Lot”) consisting of land being less than 2,000 square feet located at 9714 Kibler Street, Orchard, Texas, as depicted on attached Exhibit A, to serve a public purpose; and,

WHEREAS, County desires to fully release District of any future claims that may be derived from the use of the Parking Lot; and,

WHEREAS, the parties agree the purpose of the Agreement is to provide a temporary use of space to operate of mobile office building for a County Emergency Medical Services station until a permanent facility is constructed; and,

WHEREAS, the parties agree that the terms of this Agreement accurately reflect their intent.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

1. The purpose of this Agreement is to allow County to use District’s Parking Lot located at the rear and to the east of the Orchard City Hall along Sabine Street for a period of twelve (12) months from the effective date of this Agreement. This Agreement may automatically renew for one (1) additional twelve (12) month term upon agreement of the parties.
2. County agrees to pay and District agrees to accept one dollar (\$1.00) as consideration for County use of the District’s parking lot for the term of this Agreement.
3. County will be responsible for establishing all utility connections and installations, including the terminations of all utilities upon completion of use.
4. Either party may terminate this Agreement at any time by providing thirty (30) days written notice to the other party.
5. County shall obtain District’s written approval prior to the construction and/or placement of any improvements on the Parking Lot.

6. Upon termination of this Agreement, County will be allowed thirty (30) calendar days to remove any improvements and/or property from the Parking Lot. Any improvements that remain on the Parking Lot thirty (30) days after termination of this Agreement shall revert to District property.
7. County shall use reasonable care to prevent damage to the Parking Lot.
8. County shall be responsible for any damage to the Parking Lot and shall reimburse District for any reasonable repairs made by District upon termination of this Agreement.
9. County releases, does release, acquit, and forever discharge the District, its officials, agents, servants, and employees and all persons in privity with the District from any and all future claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, which might arise hereafter, directly or indirectly attributable to County's usage of District property.
10. County shall be solely responsible and at its own cost for obtaining all necessary and proper law enforcement officers to aid in traffic control, if necessary.

EXECUTION

The parties have executed this Agreement on the dates indicated below. The effective date of this Agreement and Full Release is the date executed by the final party.

FORT BEND COUNTY, TEXAS

By: _____
Robert E. Hebert, County Judge

Date: _____

Attest:

Laura Richard, County Clerk

Approved:

James Knight, Director
Facilities Management & Planning Department

BRAZOS INDEPENDENT SCHOOL DISTRICT

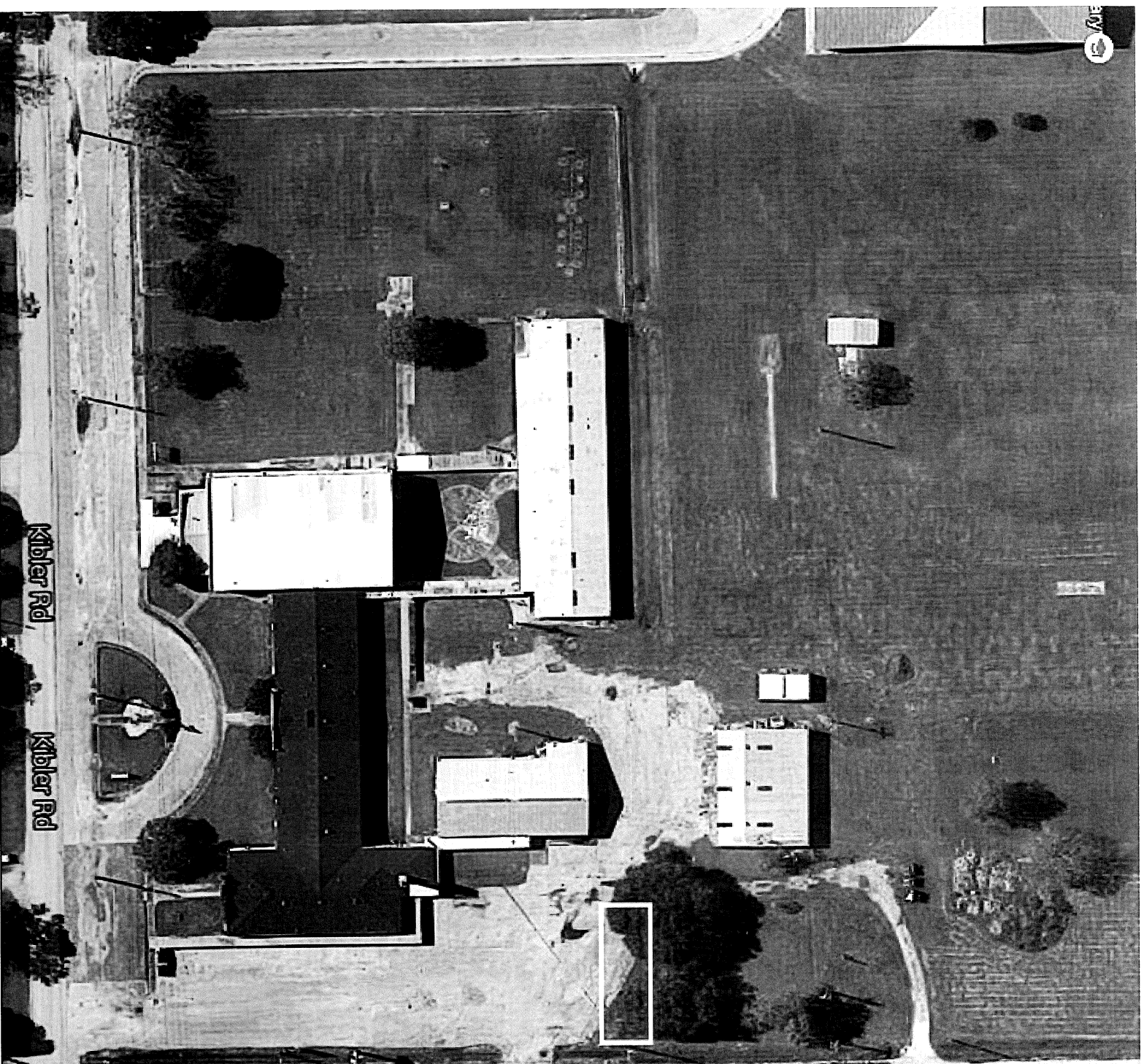
By: Em Jarrett / Superintendent

Date: 2-1-2016

ATTEST:

Cynthia Speckmaier
Secretary

EXHIBIT A



Kibler Rd

Kibler Rd

Sabine St

Sabine St

Sabine St

Kibler Rd

Temporary building and parking area for a FBCEMS Squad and employee personal vehicle.