

STATE OF TEXAS

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COUNTY OF FORT BEND

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SITE USE AGREEMENT

This Agreement ("Agreement") is made and entered into between Fort Bend County, a body corporate and politic, acting herein by and through its Commissioner's Court ("County") and The City of Clute ("Clute") for the purpose of providing the Fort Bend County Fairgrounds as a vehicle storage area to Clute, its Contractors, Agents and Volunteers, during an emergency or disaster.

Pursuant to this Agreement, Fort Bend County, grants Clute the non-exclusive right to use the area of the Fort Bend County Fairgrounds commonly known as the "Barbeque Cook-off" area as designated on the attached Exhibit "A" as the parcel of land marked with the Letter "A" in the event that a Category 3 or greater storm strikes or threatens to strike the City of Clute (Exhibit "A" is hereby incorporated by reference for all purposes).

Both parties agree that during an emergency requiring the use of the above referenced property contained in or on the Fort Bend County Fairgrounds, the Director of the Fort Bend County Office of Emergency Management ("Director"), or his/her designee, retains the authority to resolve concurrent claims by multiple parties to the use of the property described. This authority includes the authority to assign to one party the exclusive use of any portion of the property as the Director or his/her designee deems necessary.

Clute shall exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse for any supplies that may be used by Clute in the conduct of its relief activities in said disaster. Clute agrees to fully reimburse County for any and all damage to the facilities caused or occasioned by the use of said facilities by Clute, its Contractors, Agents and Volunteers under the terms of this Agreement.

Clute agrees to accept the facilities of the Fort Bend County Fairgrounds including the buildings thereon, in the condition in which they exist when the request for use is made, without any representations, statements, warranties, express or implied, in respect to their condition, for the use of occupation that may be made of the facility by Clute, and in no event shall County be liable for any defects therein. Clute also agrees to indemnify and hold harmless, County, its Agents and Employees from any and all claims, damages, liabilities or expenses arising out of Clute's use of the facility including the buildings and any act of omission or negligence of Clute, its Agents, Invitees or Employees.

Either party may terminate this Agreement at any time by providing thirty (30) days written notice of the intent to terminate the Agreement to the other contracting party.

This Agreement will be effective beginning August 1, 2017 and ending August 1, 2020.

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FORT BEND COUNTY

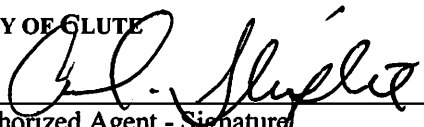
Robert Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

CITY OF GLUTE



Authorized Agent - Signature

CALVIN SHIFLET

Authorized Agent – Printed Name

MAYOR

Title

6/22/17

Date

An aerial photograph of a residential area in Queens, New York. A large, dark, rectangular building is outlined with a thick black border and labeled with a large white letter 'A'. This building is identified as the Rosenberg family home. The surrounding area includes various streets, other houses, and open fields. Labels on the map include 'ROSENBERG' near the marked house, 'FAIRGRIFFS ROAD' to the left, and 'ST. LOUIS' to the right. The image is oriented horizontally on the page.



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