

STATE OF TEXAS

COUNTY OF FORT BEND

SITE USE AGREEMENT

This Agreement is made and entered into between Fort Bend County, Texas, ("County") a body corporate and politic, acting by and through its Commissioners Court and the City of Rosenberg (Rosenberg), a municipal corporation and home-rule city of the State of Texas, principally situated in Fort Bend County, acting by and through its City Council. This Agreement is made for the purpose of providing a secured area located within the Fort Bend County Fairgrounds parking lot to Rosenberg, its Contractors, Agents and Employees, as a temporary staging area during Rosenberg's conversion of rear load commercial waste containers to front load containers.

Pursuant to this Agreement, Fort Bend County, grants Rosenberg the right to use the area of the Fort Bend County Fairgrounds commonly known as the "Barbeque Lot Two (2)" area as designated on Exhibit "A" as the parcel of land marked with the number 2, attached hereto and made a part hereof for all purposes. The term of this Agreement will be from the date of execution by the last party hereto and will continue in effect until sixty (60) days from the date of said execution. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

Rosenberg shall exercise reasonable care in the conduct of its activities at such area and further agrees to replace or reimburse for any supplies that may be used by Rosenberg, its Contractors, Agents or Employees in the conduct of its conversion activities. During or immediately after completion of its conversion activities, Rosenberg, at its sole cost and expense, shall take all reasonable measures to restore the grounds, surfacing materials, and other facilities of the County to the condition which existed prior to such activities.

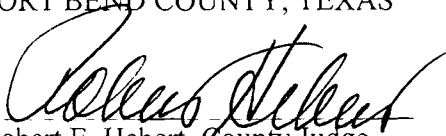
Rosenberg agrees to accept the area to be used as a temporary staging site at the Fort Bend County Fairgrounds, in the condition in which it exists upon execution of this Agreement, without any representations, statements, warranties, express or implied, in respect to its condition, for the use of occupation that may be made of the area by

Rosenberg, and in no event shall County be liable for any defects therein. Rosenberg also agrees to indemnify and hold harmless, County, its Agents and Employees from any and all claims, damages, liabilities or expenses arising out of Rosenberg's use of the area and any act of omission or negligence of Rosenberg, its Contractors, Agents, Invitees or Employees.

This Agreement will be effective beginning April 26, 2011 and ending on June 30, 2011.

FORT BEND COUNTY, TEXAS

By:


Robert E. Hebert, County Judge

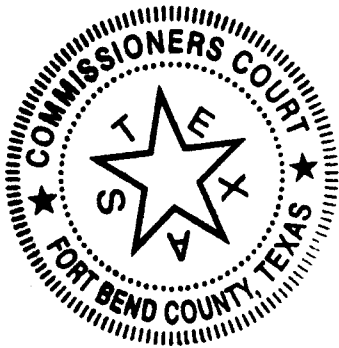
Date:

April 26, 2011

ATTEST:



Dianne Wilson
Fort Bend County Clerk



CITY OF ROSENBERG, TEXAS

By:


Jack S. Hamlet, City Manager

Date:

4/6/2011

Fort Bend County Fairgrounds



Geographic Technologies Group



Tract Count	Address
1	INTERSTATE
1	US HWY
1	STATE HWY
1	FULL RD
1	FM ROAD
1	SPUR
1	PRIVATE
1	PUBLIC
1	PUBLIC_HUR
1	PUBLIC_MJR
1	Creeks
1	Lake and River
1	County Boundary
1	Railroad
1	Parcel
1	APOLLA
1	BEASLEY
1	FANCHILDS
1	FULSHEAR
1	HOUSTON
1	PATH
1	NEHELETON
1	MEADOWS PLACE
1	MISSISSIPPI
1	NEEDVILLE
1	ORCHARD
1	WEALAND
1	PLEY
1	RICHMOND
1	ROSEBERG
1	SHAMONTON
1	STAFFORD
1	SUGAR LAND
1	THOMPSONS
1	WESTON LAKES
1	HOUSTON
1	RICHMOND
1	SUGAR LAND

STATE OF TEXAS

CITY OF ROSENBERG, FORT BEND COUNTY

SITE USE AGREEMENT

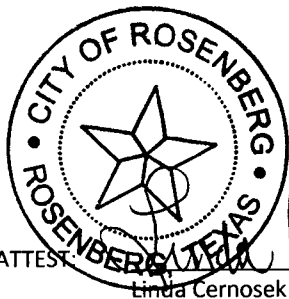
This Agreement is made and entered into between City of Rosenberg, Texas, ("City") a municipal corporation of Fort Bend County and a home rule city acting by and through its City Council and Republic Services, Inc. (Republic), a Delaware limited partnership, dba Republic Services, principally situated in Houston, Texas. This Agreement is made for the purpose of assigning responsibility to Republic Services, Inc., to exercise reasonable care of the temporary staging area within the Fort Bend County fairgrounds during the conversion to front load waste containers.

Pursuant to this Agreement, the City, grants Republic the right to use the area of the Fort Bend City Fairgrounds commonly known as the "Barbeque Lot Two (2)" area as designated on Exhibit "A" as the parcel of land marked with the number 2, attached hereto and made a part hereof for all purposes. The term of this Agreement will coincide with and become effective upon the date of execution by Fort Bend County of the Site Use Agreement between Fort Bend County, Texas, and the City of Rosenberg, Texas, and will continue in effect until sixty (60) days from the date of said execution. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

Republic shall exercise reasonable care in the conduct of its activities at such area and further agrees to replace or reimburse for any supplies that may be used by Republic, its Contractors, Agents, or Employees in the conduct of its conversion activities. During or immediately after completion of its conversion activities, Republic, at its sole cost and expense, shall take all reasonable measures to restore the grounds, surfacing materials, and other facilities of the County to the condition which existed prior to such activities.

Republic agrees to accept the area to be used as a temporary staging site at the Fort Bend County Fairgrounds, in the condition in which it exists upon execution of this Agreement, without any representations, statements, warranties, express or implied, in respect to its condition, for the use of occupation that may be made of the area by Republic, and in no event shall City be liable for any defects therein. Republic also agrees to indemnify and hold harmless, the City, its Agents and Employees from any and all claims, damages, liabilities or expenses arising out of Republic's use of the area and any act of omission or negligence of Republic, its Contractors, Agents, Invitees or Employees.

This Agreement will be effective beginning _____ and ending on _____.



ATTEST:

Linda Cernosek
Linda Cernosek
City Secretary

City of Rosenberg, Texas

By:

Jack S. Hamlett
Jack S. Hamlett, City Manager

Date:

4/6/2011

Republic Services, Inc.

By:

Todd Fawcett
Todd Fawcett, General Manager

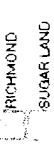
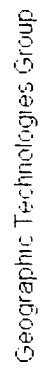
Date:

3/31/11

ATTEST:

Emily Owens

Fort Bend County Fairgrounds

04

50. Traffic Counts
 Address:
 INTERSTATE
 STATE HWY
 FULL RD
 FM ROAD
 SPUR
 PRIVATE
 PUBLIC
 PUBLIC_HUR
 PUBLIC_HUR
 County
 Lakes and Ponds
 County Boundary
 Railroad
 Parcel
 ABILENE
 BEAUFORT
 FAIRCHILD
 FULSHEAR
 HOUSTON
 LATHAM
 KENDLETON
 MEADOWS PLACE
 MISSOURI CITY
 NEEDVILLE
 RICHARD
 EARLAND
 FLEWELL
 RICHMOND
 ROSEMEIER
 SHANTON
 STAFFORD
 SUGAR LAND
 THOMPSON
 WESTGATE'S
 HOUSTON
 RICHMOND
 SUGAR LAND



April 07, 2011

Richard Morrison
Fort Bend County Commissioner, Precinct 1
1517 Ransom Road, Suite 300
Richmond, Texas 77469

RE: **Site Use Agreement with the City of Rosenberg**

Dear Commissioner Morrison:

As you may be aware, Republic Services, Inc., will be conducting a complete change-out of all rear-load commercial waste containers and replacing them with front-load waste containers throughout the City of Rosenberg (City). In order to best facilitate this process, Republic Services, Inc., has executed a Site Use Agreement with the City for the use of "Barbeque Lot No. 2" at the Fort Bend County Fairgrounds as a temporary staging area. City Council has reviewed and approved the Site Use Agreement with Republic Services, Inc., which is enclosed for your review and use.

Also enclosed is the executed Site Use Agreement (Agreement) for the use of the Fort Bend County Fairgrounds between the City and Fort Bend County. The City requests that this Agreement be placed on the next Commissioners Court Agenda for review and consideration.

If you require any additional information to place this Agreement on the next available agenda, please do not hesitate to contact our office.

Sincerely,

Jack S. Hamlett
City Manager

JSH/CP/rdl

xc: Cyndy Powell, Assistant to the City Manager
Terry Ramey, Division Manager, Republic Services
James Wenzel, Fort Bend County
File/Correspondence
File/Fort Bend County
File/Republic Services

attach: Site Use Agreement – Republic Services, Inc., and City
Site Use Agreement – Fort Bend County and City

\\krusty\\administration\\com - correspondence\\site use agreement - republic svs - morrison 04-05-11 draft.doc