

THE STATE OF TEXAS §

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COUNTY OF FORD BEND §

**MUTUAL RELEASE AND AGREEMENT**

This mutual Release and 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 ARCHDIOCESE OF HOUSTON-GALVESTON, (hereafter referred to as "Archdiocese" and HOLY FAMILY PARISH (hereafter referred to as "Parish"), through their authorized representatives.

**PART 1**

Section 1.1: The parties to this Full Release and Agreement shall permit the other party to utilize parking spaces at their respective locations at 307 Texas Parkway and 1510 Fifth Street, Missouri City, Texas.

Section 1.2 County shall be allowed to utilize parking spaces of Archdiocese/Parish on Monday's-Friday's from 8:00 a.m. to 5:00 p.m. and at other times mutually agreed upon.

Section 1.3 The Archdiocese/Parish shall be allowed to utilize parking spaces of County on weekends and other times when the County facility is closed.

Section 1.4 In consideration as set forth above, the parties hereto have this day released and by these presents do release and quit and forever discharge each other, its officials, agents, servants, and employees and all persons in privity from any and all future claims or causes of actions of any kind whatsoever, at common law, statutory or otherwise, which might arise hereafter, directly or indirectly attributable to the parties' usage of parking spaces owned by the other party at their respective locations at 307 Texas Parkway and 1510 Fifth Street, Missouri City, Texas.

Section 1.5 To the extent authorized by law, the parties agree to and shall indemnify, defend, and hold harmless each other, officials, officers, employees and agents from and against any and all claims, losses, damage, causes of actions, suits, and liability of any kind, including all expenses of litigation, court costs, attorney's fees, bodily injury, sickness, disease or death as a result of the parties' usage of parking spaces owned by the other party at 307 Texas Parkway and 1510 Fifth Street, Missouri City, Texas.

Section 1.6 This Mutual Release and Agreement shall become effective upon signature of the last party and shall remain in full force and effect for two (2) Years from the completion date of the mutual expansion of the current Parking Lot at 1510 Fifth Street (referred to in

Section 1.1 above) as agreed in Part 2 below, and automatically renewable for additional one (1) year terms. Either party may terminate this Mutual Release and Agreement upon a thirty (30) day written notice to the other party.

## **PART 2**

- Section 2.1 The Parties further agree that the expansion of the parking lot at 1510 Fifth Street (referred to in Section 1.1 above) will provide needed additional parking (of approximately 125 new spaces) for both Parties as agreed in Part 1. To that end, each party further agrees to cooperate in the expansion, including construction and permitting.
- Section 2.2 The Archdiocese of Houston-Galveston and Holy Family Church, owners of the affected property (Owners), at 1510 Fifth Street will procure necessary permits and materials and third party services necessary for the expansion and/or shall reimburse Fort Bend County for construction materials used in the expansion.
- Section 2.3 Fort Bend County will provide construction expertise, equipment, personnel (including traffic control) necessary to provide a parking lot as designed and permitted, to include striping of the affected areas. Materials used in the construction of the base, asphalt surface, and necessary concrete will be procured under existing County third-party procurement agreements (or reimbursed by Holy Family) or as agreed upon between the parties hereto.
- Section 2.4 The parties will mutually agree to furnish and install necessary lighting, electrical, utilities and landscaping.
- Section 2.5 Each party will identify and provide the names and contact information of their construction coordinators prior to commencement of construction.
- Section 2.6 Construction is to commence within fifteen (15) days of receipt by County of written notice provided by Owner of Owner's receipt of all permits necessary to commence construction. Construction shall be completed within one hundred twenty (120) days of commencement. This period may be adjusted by mutual agreement of the parties.
- Section 2.7 Owners agree to indemnify and hold harmless Fort Bend County and its agents, servants and employees from and against any and all losses, claims, costs and damage arising from Owners performance of the work contemplated by this agreement. This applies to the extent allowed by the laws of the State of Texas.

To the extent authorized by law, Fort Bend County agrees to indemnify and hold harmless Owners, its agents, servants and employees from and against any and all losses, claims, costs and damage arising from Fort Bend County's performance of the work contemplated by this agreement.

AGREED:  
FORT BEND COUNTY, TEXAS

By: *Robert E. Hebert*  
Robert E. Hebert, County Judge  
401 Jackson, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Date: 5-12-15

ATTEST:

*Laura Richard*  
Laura Richard, County Clerk



AGREED:  
ARCHDIOCESE OF HOUSTON/GALVESTON

By: *George A. Sheltz*  
Bishop George A. Sheltz  
1700 San Jacinto  
Houston, Texas 77001

Date: APRIL 22, 2015

HOLY FAMILY PARISH

By: *Sunny Joseph*  
Rev. Sunny Joseph  
1510 Fifth Street  
Missouri City, Texas

OK JR