



USE AGREEMENT

I. PARTIES

This document constitutes an agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("County"), and Williamson County Emergency Service District No. 4, being a Texas Emergency Service District ("ESD #4") relating to the ESD #4's use of County's real property, as more fully described herein below.

II. PURPOSE

County owns property located at or near 3414 RR 1869, Liberty Hill, Texas. The said property is generally described as a road maintenance utility yard and equipment storage area containing a covered building that is used, from time to time, to store County's road maintenance equipment ("Property").

ESD #4 wants to use one of the 12'x37' covered bay areas that is located in the covered building on the Property in conjunction with storing ESD #4's 2002 Spartan/Luverne Engine while ESD #4 is constructing a new station, in which such apparatus will be maintained and stored once completed.

In consideration of cooperatively working together to provide governmental functions in the form of fire prevention and fire services within Williamson County, Texas, County hereby agrees and consents to such use of the Property by ESD #4 pursuant to the terms, covenants and conditions set out herein.

ESD #4 agrees to restore the Property to the condition in which the same was found before ESD #4 used such area. The County shall always have the right to use the Property for its own purposes and the ESD #4 hereby agrees to allow the County to use the Property for such purposes.

III. LIABILITY AND SAFETY

ESD #4, IN USING THE PROPERTY, DOES SO AT ITS OWN RISK. COUNTY SHALL NOT BE LIABLE FOR ANY DAMAGES TO PROPERTY OR DAMAGES ARISING FROM PERSONAL INJURIES SUSTAINED BY ESD #4 OR ANY OF ITS AGENTS, CONTRACTORS, EMPLOYEES, OFFICIALS, REPRESENTATIVES OR ANY OTHER ENTITY OR INDIVIDUAL THAT MAY CLAIM BY, THROUGH OR UNDER ESD #4, FOR MATTERS ARISING IN, ON OR ABOUT THE PROPERTY, OR OF ANY OTHER PORTION OF THE PROPERTY, INCLUDING BUILDINGS, PARKING AREAS OR WALKWAYS OF THE PROPERTY, UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. ESD #4 ASSUMES FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE OR INJURY WHICH MAY OCCUR TO ESD #4, ITS AGENTS, CONTRACTORS, EMPLOYEES, OFFICIALS, REPRESENTATIVES OR ANY OTHER ENTITY OR INDIVIDUAL MAY CLAIM BY, THROUGH OR UNDER ESD #4, THAT MAY BE IN, ON OR ABOUT THE PROPERTY OR OTHER PORTION OF THE PROPERTY, UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. ESD #4 SHALL CONDUCT ITS ACTIVITIES UPON THE PROPERTY SO AS NOT TO ENDANGER ANY PERSON THEREON.

ESD #4 shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the ESD #4's use of the Property. ESD #4 shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to ESD #4 and/or its agents, contractors, employees, officials, representatives or any other entity or individual may claim by, through or under ESD #4, in, on or around the Property and all other property placed in, on or around the Property.

The terms of this provision shall survive any termination of this Agreement.

IV. TERM OF USE AND TERMINATION

The ESD #4 shall be allowed to use the Property for the purposes set out herein from **March 27, 2018** until **February 28, 2019**. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party.

Executed by the parties below to be effective as of the date of the last party's execution hereof.

Williamson County, Texas

Date: _____, 20__

By: _____
Dan A. Gattis, County Judge

Williamson County Emergency Service District No. 4

Date: March 29, 2018

By: 

Printed Name: Dan H. Clark

Representative Capacity: President