

PROPERTY USE AGREEMENT FOR WILLIAMSON COUNTY SHERIFF'S OFFICE TRAINING

I. PARTIES

This Property Use Agreement for Williamson County Sheriff's Office Training ("Agreement") is between Williamson County, Texas ("County") and the undersigned property owner ("Property Owner") relating to the use of Property Owner's real property, as more fully described herein below, by the Williamson County Sheriff's Office ("WCSO") for purposes of training.

II. PURPOSE

Property Owner owns the real property identified under Property Owner's execution below (hereinafter referred to as the "Property").

The WCSO wants to use the Property in conjunction with law enforcement training exercises; and the Property Owner hereby agrees to permit County to use the Property for said limited purpose. County may, at its own expense and upon consent of Property Owner, install temporary improvements, personal property and/or lighting as necessary on the Property. All improvements and personal property situated on the Property shall be immediately removed following the termination of this Agreement. Any property that is left on the Property following the termination of this agreement will be deemed abandoned property and County hereby grants Property Owner the right to remove it and dispose of it, at County's sole cost and expense, as the Property Owner deems fit. County agrees to maintain the Property and keep it clean and free of debris and/or trash at all times during and after its use of the Property. County agrees to restore the Property to the condition in which the same was found before County used such area.

The Property Owner reserves the right to use the Property for its own purposes and the County hereby agrees to allow the Property Owner to use the Property for such purposes.

III. ASSUMPTION OF RISK AND LIABILITY

County, in using the Property does so at its own risk. Property Owner shall not be liable for any damages to property or damages arising from personal injuries sustained by County and its respective officials, officers, agents, employees and representatives, in, on or about the Property, or of any other portion of the Property, including buildings, parking area walkways of the Property, unless such damage or injury is caused by the Property Owner's negligence or willful misconduct. County assumes full responsibility for any property damage or injury which may occur to County and its respective officials, officers, agents,

employees and representatives in, on or about the Property or other portion of the Property, unless such damage or injury is caused by the Property Owner's negligence or willful misconduct.

County shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WCSO's use of the Property. County shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to County and/or its respective officials, officers, agents, employees and representatives, all other persons in, on or around the Property and all property in, on or around the Property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

IV. TERM OF AGREEMENT AND TERMINATION

The County shall be allowed to use the Property during the Term of Use set out under Property Owner's execution below. Upon the expiration of the Term of Use, this Agreement will terminate and be of no further force or effect.

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

Williamson County, Texas	Property Owner
	84 Lumber Company
By:	By: la Ether
As Presiding Officer of the Williamson County Commissioners Court	Printed Name: John Fitzgerald
Printed Name:	Official Capacity: Manager
Date:, 20	Date: <u>April</u> 8, 20 24
	Property: 103/108 Madison Oaks Avenue Georgetown, Texas 78626
	Term of Use: From: 5:00 p.m. on April 16, 2024 To: 4:00 a.m. on December 31, 2024