



AGREEMENT BETWEEN WILLIAMSON COUNTY AND BUTLER FAMILY PARTNERSHIP, LTD.

I. PARTIES

This document constitutes an agreement ("Agreement") between Williamson County ("County") and the Butler Family Partnership, Ltd. ("BFP") relating to the Williamson County Sheriff's Office's use of BFP's real property, as more fully described herein below.

II. PURPOSE

BFP owns an unoccupied building located on the real property at 17580 W. Hwy. 29, Liberty Hill, TX 78642 (hereinafter referred to as the "Property").

The Williamson County Sheriff's Office ("WCSO") wants to use the Property in conjunction with law enforcement training exercises; and the BFP hereby agrees to permit County to use the Property for said limited purpose. County may, at its own expense and upon consent of BFP, install temporary improvements and/or lighting as necessary on the Property. All improvements 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 BFP the right to remove it and dispose of it, at County's sole cost and expense, as the BFP 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 BFP reserves the right to use the Property for its own purposes and the County hereby agrees to allow the BFP to use the Property for such purposes.

III. LIABILITY AND INDEMNIFICATION

COUNTY, IN USING THE PROPERTY DOES SO AT ITS OWN RISK. BFP 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 BFP'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 BFP'S NEGLIGENCE OR WILLFUL MISCONDUCT.

COUNTY SHALL CONDUCT ITS ACTIVITIES UPON THE PROPERTY SO AS NOT TO ENDANGER ANY PERSON THEREON. IN CONSIDERATION OF BFP'S AGREEMENT TO ALLOW COUNTY TO USE THE PROPERTY, COUNTY AGREES, TO THE EXTENT

AUTHORIZED BY LAW, TO HOLD HARMLESS BFP AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES ("BFP PERSONS") FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, CLAIMS, DEMANDS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LITIGATION EXPENSES) TO WHICH ANY OF THE BFP PERSONS MAY BECOME SUBJECT BY REASON OF, OR IN ANY WAY RELATED TO, (A) THE USE OF THE PROPERTY BY COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES, (B) BREACHES OF APPLICABLE CODES, LAWS, RULES AND REGULATIONS BY THE COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES, OR (C) ANY ACTION, OMISSION OR NEGLIGENCE, WHETHER IN WHOLE OR IN PART, OF THE COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES. THE BFP PERSONS SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND THE COUNTY HEREBY RELEASES AND FOREVER DISCHARGES, TO THE EXTENT AUTHORIZED BY LAW, THE BFP PERSONS FROM, ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY OF COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES IN, ON OR AROUND THE PROPERTY OR OTHER PORTION OF THE PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER. IN NO EVENT SHALL ANY BFP PERSONS BE LIABLE TO COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED OR INCURRED BY COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES AS A RESULT OF THE ACTIONS OR OMISSIONS OF ANY BFP PERSONS.

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 from 12:01 a.m. on July 13, 2021 until 11:59 p.m. on December 31, 2021. Following December 31, 2021 this Agreement will automatically renew every thirty (30) days until terminated by either party.

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

Williamson County, Texas

By:

Valerie Covey

~~Bill Gravett, Jr., County Judge~~

Valerie Covey, Commissioner Pct 3rd Presiding

Date:

July 13, 2021

Officer

Butler Family Partnership, Ltd.,

Acting by and through its General Partner:

By:

Edward T. Tsch

Printed Name: Edward T. Tsch

Official Capacity: SOLE member of BFP

Date: June 15, 2021