

LAND USE AGREEMENT

This LAND USE AGREEMENT is made and entered into this 14th day of February, 2017, by and between The Polk County Peace Officers' Association (hereinafter referred to as "Grantee") whose address is 1733 North Washington, Livingston, Texas 77351, and POLK COUNTY, TEXAS, ("Grantor"), a duly organized governmental entity, acting by and through its duly elected Commissioners Court (known collectively as the PARTIES).

WHEREAS, the Grantor is the owner of certain real property (hereinafter "the Property") located at 1200 FM 62 and 1411 FM 62, Moscow, Polk County, Texas 75960; and

WHEREAS, the purpose of this Land Use Agreement is to authorize GRANTEE to enter upon and utilize the Property for the purpose(s) stated herein, and under the conditions as defined below; and

WHEREAS, the parties enter into this agreement under the various applicable statutory and constitutional provisions including, but not limited to, chapter 791 of the Texas Government Code;

NOW THEREFORE, in consideration of the mutual covenants contained herein, Grantor does hereby grant unto Grantee, the Property described hereinabove, the right to use the Property specifically as grounds on which Grantee and its individual members can meet to do the following acts, including, but not limited to: practice, qualify and/or train it's members in the use of firearms, under the conditions set forth herein. This access to the Property also includes consent for Grantee to construct, develop, manage, maintain , operate, improve, renovate, finance or otherwise provide for, at Grantee's sole expense, structures and/or facilities necessary to conduct the aforementioned activities, which facilities and/or structures may include shooting ranges, buildings and other structures reasonably necessary to conduct the activities listed herein. Any structures, buildings or facilities shall be constructed and maintained in conformance with generally accepted design standards, and may include such improvements as necessary to comply with all lawful requirements, including the Americans with Disabilities Act. Grantee shall be responsible for maintenance and upkeep of any and all improvements on the Property.

Except as expressly stated in this Agreement, Grantor retains, and may exercise and enjoy all rights as owner of the Property, including the right to use the Property for any purpose. Grantee hereby acknowledges that this is a Land Use Agreement only, and that no right or title of any kind, other than the specific limited rights granted herein, is passed hereunder. Further, Grantee agrees that any and all improvements of any kind whatsoever made to the Property will be and shall remain the property of Grantor during and after the term of this Agreement.

Additionally, this agreement hereby allows Grantee to conduct, as a sponsor thereof, events and/or trainings that provide a law enforcement benefit, including events and/or trainings conducted by persons who are not members of Grantee's organization. However, this is expressly limited to only those events and/or trainings that are officially sponsored by Grantee,

and where a Member of Grantee's organization is participating and/or present at all times during the time the event is being conducted.

This Agreement shall be for a term of one (1) year from the date hereof and shall be automatically renewed for subsequent one (1) year periods unless Grantee gives written notice to the Grantor thirty (30) days prior to the expiration of the then existing term. However, Grantor may cancel this Agreement at any time and for any reason should it desire to use all or part of the Property for other purposes.

It shall be a prerequisite to any person entering the Property at the invitation of the Grantee to sign a release, a copy of which is attached hereto as Exhibit A and incorporated by reference as if fully recited herein, which absolves, releases and discharges Grantor, its employees, heirs, appointees, executors, administrators and assigns, from any and all obligation, responsibility or liability of any kind whatsoever related to any injury of any kind whatsoever to person or property that occurs on the Property, regardless of fault, and regardless of the status of the injured party as an invitee, trespasser or otherwise. Further, Grantee hereby agrees to release, defend and hold Grantor, its employees, heirs, appointees, executors, administrators and assigns, harmless and free of any liability, from any claims, lawsuits, charges and the like, of any nature whatsoever, arising from or in any way related to, Grantee's use of the Property.

Additionally, as a condition precedent to (a) this Agreement initially taking effect, and (b) to its automatic annual renewal as contemplated herein, Grantee shall provide to Grantor current certificates for Liability and Commercial General Liability Insurance coverage that includes an Additional Insured Endorsement naming Grantor as an additional insured party.

The parties further agree that the rights granted under this agreement shall not create in the public or any user under this agreement, including Grantee, its employees, heirs, appointees, executors, administrators and assigns, any ownership interest in the Property, nor shall that use ripen into adverse possession.

This document represents the entire agreement of the Parties, and may not be amended except in writing and signed by both Parties.

IN WITNESS WHEREOF, the parties have executed this Land Use Agreement on the day and date set out above.

COPY

Hon. Sydney Murphy, County Judge
Polk County, TEXAS

Lt. Mark Jones, President
Polk County Peace Officer's Assoc.

ATTEST:

County Clerk

Waiver for Participation

In consideration of being permitted to participate (including guests of participants who are observing only) in a Polk County Peace Officers Association sponsored event/class at Polk County Property located at 1200 FM 62 and/or 1411 FM 62 in Moscow, Texas, the undersigned, individually and/or in his capacity as parent/legal guardian for a minor child(ren) identified herein for himself/herself, his/her spouse, his/her child(ren), legal representatives, heirs, assigns, HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES the County of Polk, Polk County Peace Officers Association and such parties' officers, directors, committee members, and each of them, together with any corporate and/or charitable entity sponsoring the event, its officers, directors, and employees from all liability to the undersigned releaser, his/her spouse, his/her child(ren), legal representatives, heirs and assigns, of and from any and every claim, demand, action or whatever kind of nature, either in law or in equity, arising from or by reason of bodily injury or personal injuries known or unknown death or property damage resulting from any accident that may occur from his/her participation or his/her child's participation, in events, classes, training or any activities in connection with same, and whether by any such parties negligence or not. The undersigned also assumes full responsibility for the risk of bodily injury, death or property damage that may occur during his/her participation, work or other activities related to participation whether or not the same is caused by the negligence of any of the above mentioned entities, their employees or officials or otherwise. The undersigned further agrees to indemnify of all the above mentioned entities, their officers, committee members, and each of them, from any loss, damage or cost they incur due to the undersigned's, or the undersigned's minor child's, participation in the event. This release, waiver, and indemnity is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect. The undersigned further states that he/she has carefully read the foregoing release the foregoing and knows the contents thereof and signed this release as his/her own free act. In witness whereof, the undersigned has executed this release on the day and year stated below.

Participant's Signature: _____ Date: _____, 2017

Printed Name: _____

I HEREBY CERTIFY that I am the parent/guardian/legal custodian of the minor _____
and I execute this RELEASE on behalf of the minor, indemnifying all entities identified.

Signature of Parent/Guardian/Legal Representative: _____

Date: _____, 2017

Printed Name: _____