THE STATE OF TEXAS

COUNTY OF TYLER

<u>AGREEMENT</u>

This AGREEMENT dated the 9 day of 2016, by and between CITY OF CHESTER, TEXAS, acting by through its agent, Floyd Pitre, Mayor of the City of Chester, Texas and Tyler County, acting by and through Rusty Hughes, County Commissioner of Precinct II, Tyler County, Texas.

The City agrees to indemnify and hold harmless Tyler County from any and all injuries, damages, claims and demands of any and all persons, corporation and associations including tenants, employees, agents, servants, contractors and employees of the District in connection with or arising out of the operations of Tyler County under this agreement or in connection with or arising out of the condition of the premises resulting operations by or on behalf of the District.

EXECUTED IN DUPLICATE ORIGINALS this 9 day of January, 2016.

Floyd Pitre

MAYOR OF CHESTER, TEXAS

RUSTY HUGHES, COMMISSIONER PRECINCT II. TYLER COUNTY, TEXAS

THE STATE OF TEXAS

COUNTY OF Tyler County

BEFORE ME, the undersigned authority, a Notary Public in the State and County, on this day personally appeared Floyd Pitre, known to me to be the person whose name for the purposes and consideration therein expresses.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9 day of 3016.2017

Annette Hickman Notary Public in and for the State of Texas

annette Hickory

ANNETTE HICKMAN
MY COMMISSION EXPIRES
September 30, 2017

Print Name: Annette Hickman Commission Expires: 9-30-2017