

**MEMORANDUM OF UNDERSTANDING
BETWEEN TYLER COUNTY PRECINCT #2 AND
PROPERTY OWNERS KENNETH JOBE AND KELLY JOBE
FOR THE PARKING AND STORAGE OF COUNTY EQUIPMENT AND MATERIALS
ON PRIVATE HIGH-LINE RIGHT-OF-WAY PROPERTY IN PRECINCT #2**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the following parties: Tyler County Precinct #2 (“County”) Commissioner and Kenneth and Kelly Jobe residing at 4749 County Road 2590, Chester, TX 75936, specifically the high-line right-of-way area located adjacent to aforementioned property.

WHEREAS, the Tyler County Precinct #2 Commissioner is seeking an area for short-term storage of County equipment and materials; and

WHEREAS, Kenneth and Kelly Jobe have space available suitable for short-term storage and is agreeable to make the space available to the County free of charge; and

NOW, THEREFORE, in consideration of the mutual agreements contained in this Memorandum of Understanding, the undersigned parties agree as follows:

II. TERM

This agreement, upon approval by Commissioners’ Court and signature by both parties, is effective immediately for a term until the agreement is cancelled in writing by either party.

Either party may cancel, withdraw from, or terminate this MOU upon thirty (30) days prior written notice or until the current Precinct #2 Commissioner vacates the office. The term of this MOU may be extended by written agreement of the parties thereafter.

III. OBJECTIVE

The purpose of this MOU is to document the parties’ understanding and responsibilities with regard to Kenneth and Kelly Jobe providing short-term storage space to the County Precinct #2 Commissioner for storage of County equipment and materials.

IV. FINANCIAL PROVISIONS

There will be no exchange of funds or other resources among the parties. The parties agree that nothing in this MOU shall compel or be interpreted to compel either party for payment of service rendered without a written amendment to this MOU.

V. LIABILITY, IMMUNITY, AND DEFENSES

Nothing herein shall be deemed or construed to create a partnership or joint enterprise between the Tyler County Precinct #2 Commissioner and Kenneth and Kelly Jobe.

No party to this MOU shall be responsible for the acts of an employee of another party.

The County agrees to return the designated aforementioned property used by the County to the condition in which it was received. Kenneth and Kelly Jobe will not be held liable for damages occurring to County property or materials while in storage on the designated property.

VI. MISCELLANEOUS

This MOU will not be construed to create any kind of partnership or other similar relationship between the parties, nor shall either party enter into obligations or commitments on behalf of the other party.

KENNETH JOBE

Signature: _____

Printed Name: _____

Title: Property Owner _____

Date: _____

KELLY JOBE

Signature: _____

Printed Name: _____

Title: Property Owner _____

Date: _____

TYLER COUNTY

Signature: _____

Printed Name: Jacques L. Blanchette _____

Title: County Judge _____

Date: _____

