

**DEPARTMENT OF THE ARMY LICENSE**

**LAVON LAKE**

**COLLIN COUNTY, TEXAS**

**THE SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, under authority of Title 10 United States Code, section 2668 hereby grants to Collin County, Texas hereinafter referred to as the grantee, a license for a right-of-way to use and maintain a tract of land approximately 5 feet wide, and 3 to 5 miles across, on Tract 2936, 2934 and 2935, over, across, in and upon lands of the United States, as identified in **Exhibit A**, attached hereto and made a part hereof, hereinafter referred to as the premises.

**THIS LICENSE** is granted subject to the following conditions.

**1. TERM**

This license is granted for a term of five (5) years beginning 26 September 2012, and ending 25 September 2017, but revocable at will by the Secretary.

**2. CONSIDERATION**

The consideration for this license shall be the construction, operation and maintenance of the premises for the benefit of the general public in accordance with the terms and condition hereinafter set forth.

**3. NOTICES**

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, Collin County, 7117 County Road 166, McKinney, Texas 75070-7317, and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, ATTN: CESWF-RE-M, Post Office Box 17300, Fort Worth, TX 76102-0300; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", Real Estate Contracting Officer, or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

## **5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER**

The use and occupation of the premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer, Fort Worth District hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

## **6. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

## **7. CONDITIONAL USE BY GRANTEE**

The exercise of the privileges herein granted shall be:

- a. Without cost or expense to the United States;
- b. Subject to the right of the United States to improve, use or maintain the premises.
- c. Subject to other outgrants of the United States on the premises.
- d. Personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

## **8. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

## **9. COST OF UTILITIES**

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

## **10. PROTECTION OF PROPERTY**

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise

due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **11. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors to the extent allowed by law.

## **12. RESTORATION**

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

## **13. NON-DISCRIMINATION**

The grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

## **14. TERMINATION**

This license may be terminated by the grantee at any time by giving the Real Estate Contracting Officer at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event

that said notice is not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on CONSIDERATION.

## **15. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

## **16. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

## **17. DISCLAIMER**

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be require by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

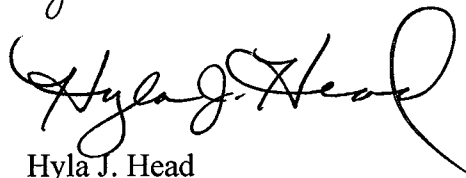
**18. ADDED CONDITIONS**

a. The grantee will post signs at the entry point to Corps land indicating public access to the water is permitted and that waterfowl hunting is allowed on the water. The bicycle path will be located no nearer than 100 yards to the top of the conservation pool. Signs will be placed to indicate that use of the trail is not authorized during periods when the soils on the path are wet.

b. The Corps retains authority to manage wildlife in the 120-acres and implement management measures deemed necessary to meet wildlife management objectives as outlined in the Master Plan and Lavon Lake Operations Management Plan.

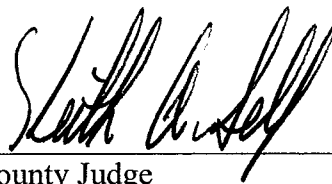
**THIS LICENSE** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this 3 day of January, 2013.



Hyla J. Head  
District Chief of Real Estate  
Real Estate Contracting Officer

**THIS LICENSE** is also executed by the grantee this 10 day of December, 2012.



County Judge

Collin County Commissioners Court  
Collin County Administration Building  
2300 Bloomdale Rd., Suite 4192  
McKinney, TX 75071  
972-424-1460 ext. 4631

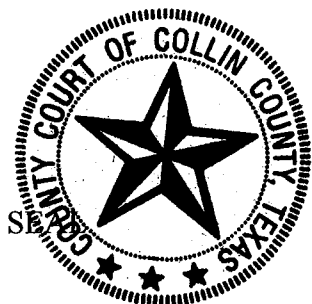
CO # 2012-899-12-10

**CERTIFICATE**

I, Stacey Kemp certify that I am the County Clerk  
of **Collin County**, named as grantee herein; and that Keith Self, who  
signed this license on behalf of **Collin County**, was then County Judge for  
**Collin County**. I further certify that the said officer was acting within the scope of powers  
delegated to this officer by the governing body of **Collin County** in executing said instrument.

12/12/2012  
Date

Stacey Kemp  
Signature

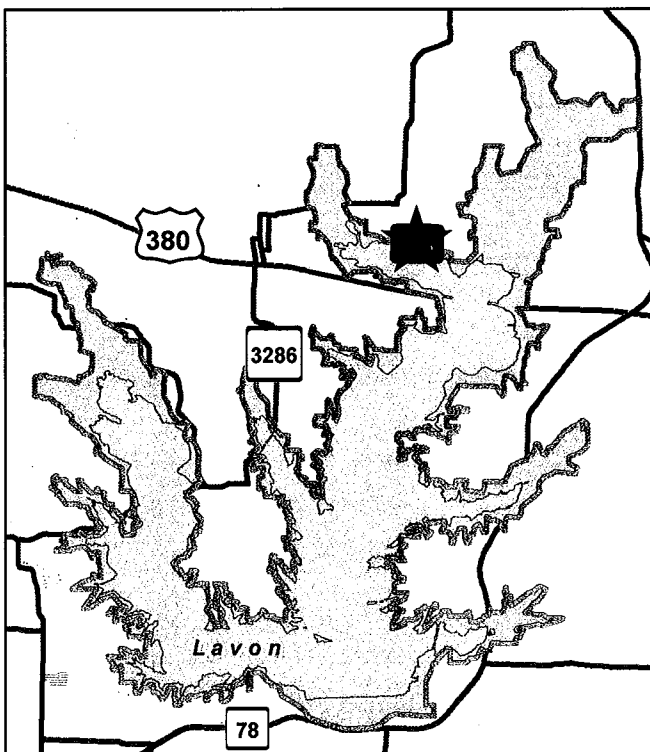
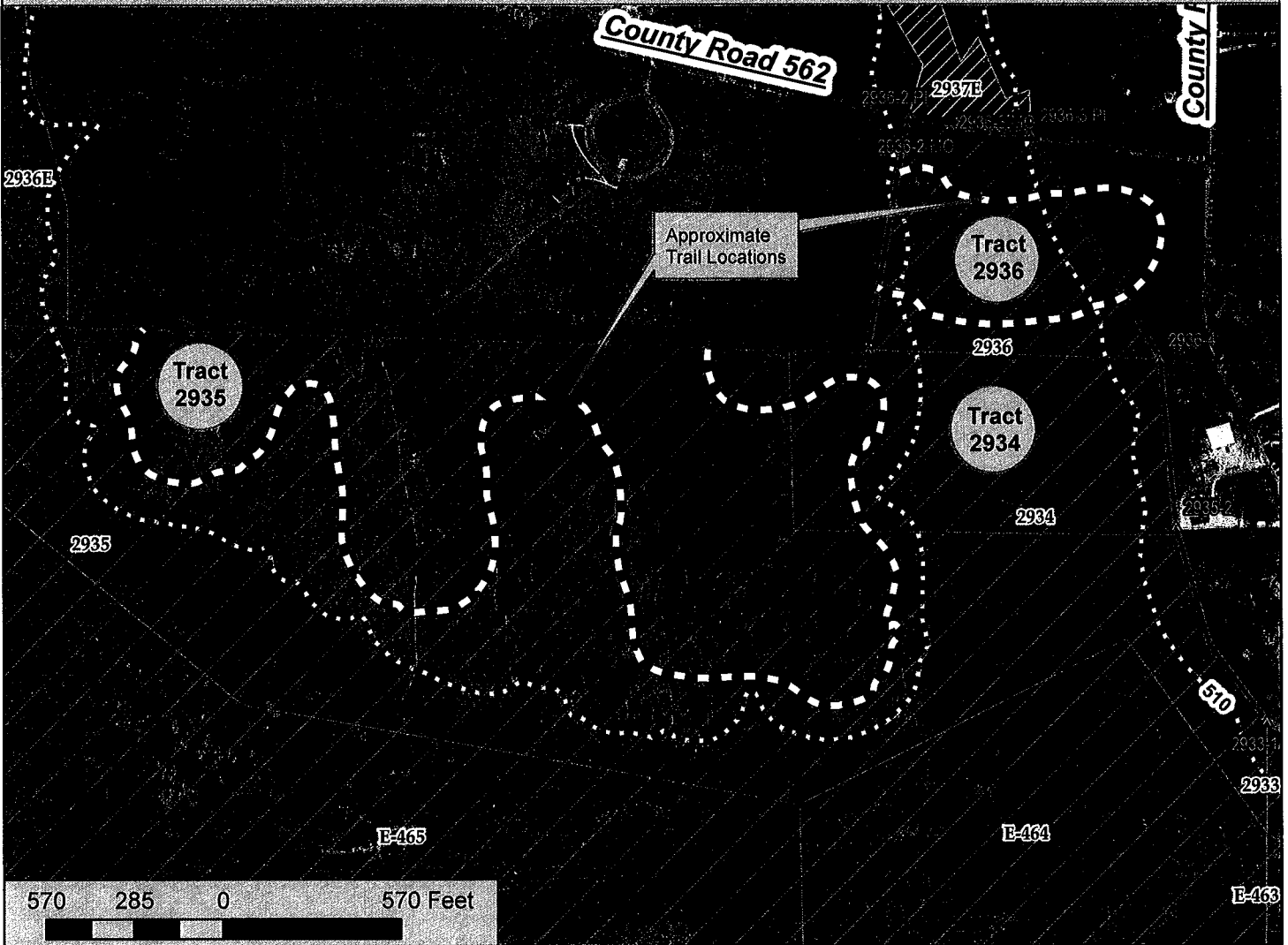


**NOTE:**

**This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.**






# Trail License - County of Collin, Texas

## Tracts 2034, 2935, 2936 - Lavon Lake - Trinity Regional Project



### Lavon Lake

#### Legend

-  Boundary Monuments
-  Fee Boundary
-  Lavon 510' (for 508) Contour
-  Roads
-  Approx. Trail Location



Map Created By: Paul Nealy - 9/21/2012

The U.S. Army Corps of Engineers has depicted this spatial data as a representation of the various geographic information gathered from multiple sources. This data should be viewed only as a representation of the data and should not be used for any other purpose. No guarantee is made by the U.S. Army Corps of Engineers regarding the accuracy or completeness of the data or their suitability for a particular use.



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of Engineers** ©  
Fort Worth District

Exhibit-A