

THE STATE OF TEXAS

COUNTY OF COLLIN

AGREEMENT  
REVISED LEASE AND  
MANAGEMENT AGREEMENT  
OLD COUNTY COURTHOUSE  
CITY OF MCKINNEY  
COMMISSIONERS' COURT

On August 29, 2002, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Ron Harris  
Phyllis Cole  
Jerry Hoagland  
Joe Jaynes  
Jack Hatchell

County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4

During such session the court considered a request for approval to accept the revisions to CO# 2002-224-04-08 for the Lease and Management Agreement with the City of McKinney for the lease of the Old Courthouse.

Thereupon, a motion was made, seconded and carried with a majority vote of the court to accept the revisions to CO# 2002-224-04-08 for the Lease and Management Agreement with the City of McKinney for the lease of the Old Courthouse, further authorizing the County Judge to execute the Lease Agreement and instruments necessary to finalize the conveyance. Same is hereby approved in accordance with the attached documentation.

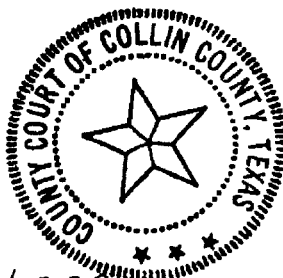
  
\_\_\_\_\_  
Ron Harris, County Judge

  
\_\_\_\_\_  
Phyllis Cole, Commissioner, Pct. 1

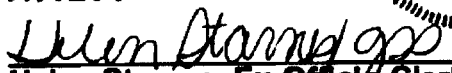
  
\_\_\_\_\_  
Jerry Hoagland, Commissioner, Pct. 2

  
\_\_\_\_\_  
Joe Jaynes, Commissioner, Pct. 3

  
\_\_\_\_\_  
Jack Hatchell, Commissioner, Pct. 4



ATTEST:

  
\_\_\_\_\_  
Helen Starnes, Ex-Officio Clerk  
Commissioners' Court  
Collin County, TEXAS

**Kim Sheldon**

---

**From:** Greg Hudson [ghudson@THNLAW.COM]

**Sent:** Tuesday, August 20, 2002 2:44 PM

**To:** Kim Sheldon

**Subject:** FW: Courthouse lease

Kim,

Here is the draft of the lease agreement that should go in the Commissioners' books for the meeting on the 29th. I will be there to attend and answer questions.

Greg

-----Original Message-----

**From:** Jeanine Cadena [mailto:jcadena@bhlaw.net]

**Sent:** Thursday, August 15, 2002 11:34 AM

**To:** Greg Hudson; Mark Houser

**Subject:** Courthouse lease

Greg, please let me know if you have any comments. Thanks. Jeanine

THOMAS HUDSON & NELSON, LLP  
ATTORNEYS AT LAW

3305 NORTHLAND DRIVE, SUITE 301  
AUSTIN, TEXAS 78731  
512.467.6076 \* FAX 512.467.6550

J. GREG HUDSON

EMAIL: GHUDSON@THNLAW.COM

**CONFIDENTIAL/ ATTORNEY-CLIENT PRIVILEGE**

November 14, 2002

**VIA Federal Express 8335 3808 0866**

Honorable Ronald L. Harris  
Collin County Judge  
210 South McDonald  
Suite 626  
McKinney, Texas 75069

**RE:** Original Lease and Management Agreement –  
Collin County/City of McKinney

Dear Judge Harris:

Enclosed for your files, please find the executed original Lease and Management Agreement between Collin County and the City of McKinney.

Should you have any questions or comments, please do not hesitate to contact my office.

Very truly yours,



J. Greg Hudson

JGH/md  
Enclosure

# **BROWN & HOFMEISTER, L.L.P.**

1717 Main Street  
Suite 4300  
Dallas, Texas 75201

Sender's Direct Information:  
**BEVERLY ERWIN**  
(214) 747-6121  
E-Mail: [berwin@bhlaw.net](mailto:berwin@bhlaw.net)

Telephone: (214) 747-6100  
Telecopier: (214) 747-6111

November 13, 2002

**VIA OVERNIGHT MAIL**

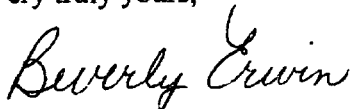
Greg Hudson, Esq.  
Thomas, Hudson & Nelson  
3305 Northland Drive, Suite 301  
Austin, Texas 78731

Re: Collin County Courthouse, McKinney, Texas

Dear Mr. Hudson:

Enclosed please find a fully executed original of the Lease and Management Agreement by and between Collin County and the City of McKinney for the Old Collin County Courthouse. Should you have any questions, please feel free to call.

Very truly yours,



BEVERLY ERWIN  
Legal Assistant to MARK S. HOUSER  
:bd

2003- 0054957

THE STATE OF TEXAS }

COUNTY OF COLLIN }

**LEASE AND MANAGEMENT AGREEMENT**

This Lease And Management Agreement ("Agreement"), entered into as of the 8<sup>th</sup> day of November, 2002 by and between **COLLIN COUNTY, TEXAS**, a duly organized political subdivision of the State of Texas ("Lessor"), and the **CITY OF MCKINNEY, TEXAS**, a duly organized home-rule municipal corporation of the State of Texas ("Lessee"), evidences that in consideration of the mutual covenants contained herein, Lessor has agreed to and hereby leases, demises and lets to Lessee, and Lessee has agreed to and hereby leases and takes from Lessor and agrees to manage the former Collin County Courthouse Building for the term hereinafter stated and subject to all of the provisions, covenants and conditions of this Agreement.

**SECTION 1. PROPERTY**

Being a 16,935 square foot building on the Tract shown as a Public Square and recorded at Volume 2, Page 288, Plat Records of Collin County, in the City of McKinney, Collin County, Texas, and also known as the Old Collin County Courthouse, 111 N. Tennessee Street, McKinney, Collin County, Texas and including the adjacent parking lot, drives and appurtenances ("Leased Premises"). Notwithstanding the foregoing, the Courtroom area of the Leased Premises will be used by the County from time to time, as more fully described in Section 7 herein, and depicted in Exhibit A attached hereto and fully incorporated herein by reference. The building is located on a portion of the original grant of the town site of the City of McKinney conveyed by William Davis and Margaret Davis on March 24, 1849 and recorded in Vol. B, pg. 279 of the Collin County Deed Records.

**SECTION 2. TERM**

Subject to all of the terms and conditions set forth herein, or in any appendix hereto, the term of this Agreement shall be for a period of Ninety-Nine (99) years beginning on the first day of November 8, 2002, the first day of the lease term being hereinafter called the "Commencement Date." Lessee agrees that it will take possession and/or occupancy of the Leased Premises within fifteen (15) days from the Commencement Date.

**SECTION 3. USE**

The Leased Premises are to be used and occupied by Lessee and other tenants for the purpose of office space and other municipal purposes. In addition, Lessee shall conduct its business and control its agents, employees, invitees, contractors and visitors in such a manner as not to use, occupy, or permit the use or occupancy of the Leased Premises for any such purpose which is, directly or indirectly, forbidden by law, ordinance, or governmental or municipal regulation or order, or which may be dangerous to life, limb or property; or permit the maintenance of any public or private nuisance. Lessor shall have no authority to interfere in the decisions regarding uses for the Leased Premises; however, Lessee agrees that said uses shall not conflict with any term contained in this Section or any County or City bond covenant.

**SECTION 4. RENTAL**

The annual Rental payable to Lessor by Lessee for the term hereof shall be the sum of One Dollar (\$1.00). The aforesaid Rental shall be due and payable on the annual anniversary date each year during the term of this Agreement, and Lessee hereby agrees to pay such Rental for the first year of this Agreement upon Lessee's execution of this Agreement. Lessee may prepay the entire Rental, or any portion thereof, by tendering such amount(s) to Lessor with a written explanation of said prepayment.

**SECTION 5. MANAGEMENT SERVICES TO BE FURNISHED BY LESSEE**

Lessee understands that Lessee, and not Lessor, shall be responsible at Lessee's sole expense for the day-to-day management and upkeep of the Leased Premises, including the provision of utilities to the Leased Premises. Lessor shall not have any authority or control over management decisions for the Leased Premises, whether made by Lessee or any designee of Lessee, and Lessee agrees that management decisions shall not injure Lessor's rights as owner of Leased Premises.

Management and utility services to be provided by Lessee shall include the following: (a) electricity; (b) janitorial services; (c) hot, cold and refrigerated water at those points of supply provided for general use of all tenants in the Leased Premises; (d) sanitary sewer service; (e) heating and air conditioning in season, at temperatures and in amounts deemed standard by Lessee, subject to curtailment as required by governmental laws, rules or regulations; (f) security service for the Leased Premises; (Lessor shall have no responsibility to prevent, and shall not be liable for losses due to theft, burglary or damage or injury to persons or property of any nature whatsoever caused by persons gaining access to the Leased Premises, and to the fullest extent allowed by law shall be indemnified by Lessee against liability or loss to Lessee, its agents, employees or visitors, and Lessee hereby releases Lessor from all liability therefor); (g) other maintenance and repair services necessary to keep the Leased Premises in good repair; and (h) the

establishment and enforcement of rules and regulations for the occupancy and use of the Leased Premises. Such maintenance obligations shall constitute additional consideration to Lessor for the lease of the Leased Premises to Lessee as provided herein. Lessor shall not be liable in damages or otherwise for failure, stoppage or interruption of any such service, nor shall the same be construed as an eviction of Lessee, work an abatement of rental, or relieve Lessee from any covenant or agreement set forth herein. In the event of any failure, stoppage or interruption of such services, Lessee shall use reasonable diligence to resume service promptly.

Lessee shall provide for the cleaning and maintenance of the Leased Premises, including painting and landscaping surrounding the Leased Premises. Lessor shall not be required to make any improvements or repairs of any character to the Leased Premises during the term hereof. Lessee shall be solely responsible for all maintenance operations, which shall include repairs to the exteriors walls, corridors, floors, windows, roof and other structural elements and equipment of the Leased Premises, and such additional maintenance as may be necessary because of damage by persons other than the Lessee, its agents, employees, invitees or visitors.

#### **SECTION 6. RENOVATION AND REPAIRS BY LESSEE**

By taking possession of the Leased Premises, Lessee shall be deemed to have accepted the Leased Premises "AS IS." As additional consideration, and in lieu of additional Rental, Lessee warrants and agrees that it will commit such funds or cause third parties to commit such funds in an amount sufficient to fully renovate, repair and maintain the Leased Premises. Lessee shall use best efforts to cause such initial renovations and/or repairs to be commenced within two hundred ten (210) days from the Commencement Date, with an estimated completion date of December 30, 2005. Lessee warrants that it has committed funds, or has obtained commitments of funds from third parties of not less than Five Million Four Hundred Thousand and No/100 Dollars (\$5,400,000.00), which it intends to use for initial renovations and/or repairs to the Leased Premises. Prior to the Commencement Date, Lessor shall cause the sum of One Million and No/100 Dollars (\$1,000,000.00) to be made available for the purpose of renovating, restoring and improving the Leased Premises, such amount being from the proceeds of the Lessor's previously issued bonds for such purposes (the "Historic Collin County Courthouse Bonds").

Prior to commencement of any renovations and/or repairs to the Leased Premises, Lessee agrees to obtain all required governmental approvals, including approval from State agencies having jurisdiction over historical landmarks. Lessee further warrants that it will comply with all competitive bidding laws and regulations applicable to Lessee in awarding contracts for the renovation and/or repair of the Leased Premises or portions thereof. Lessor agrees that Lessee is authorized to make such alterations, physical additions or improvements (including fixtures) in or to the Leased Premises, including

the surrounding grounds, access facilities and parking as necessary for Lessee's purposes and/or to renovate, repair and replace those portions of the Leased Premises which are in need of renovations and/or repair. Prior to the commencement of major renovations, Lessee shall provide written notice to Lessor outlining in detail the proposed changes, additions or alterations. Except for the amount provided by Lessor described in the preceding paragraph, all work performed by Lessee or its contractors, laborers and materialmen, shall be solely at Lessee's expense, it being understood that Lessor's financial liability for such work shall not exceed the amount provided by Lessor under this Section.

Lessee shall be authorized to place such signage, symbols or other identifying marks anywhere upon, about or within the Leased Premises and its parking areas, or upon the exterior of the doors, walls or windows of the Leased Premises without the prior written approval of Lessor.

Throughout the term, Lessee shall be solely responsible for making such additional renovations and repairs as is necessary to keep the Leased Premises in good repair and condition for municipal purposes and for the use and benefit of the tenants and general public. If at any time during the Term, such areas of the Leased Premises fail to comply in any respect with any law, Lessee shall after notice by Lessor and at Lessee's sole cost and expense, take such action in connection therewith as may be required by law and thereafter diligently pursue such action until completion. Upon the termination of this Agreement by lapse of time Lessee agrees to deliver up the Leased Premises to Lessor in good condition and repair. Upon other termination of this Agreement, Lessor shall have the right to re-enter and resume possession of the Leased Premises, and shall comply with Section 17 herein, if applicable.

#### **SECTION 7. USE OF COURTROOM BY LESSOR AND PAYMENT OF FAIR VALUE TO LESSEE**

Notwithstanding anything to the contrary contained herein, Lessor and Lessee agree that extensive renovations will be made to the Leased Premises by Lessee, including the Courtroom located on the second (2<sup>nd</sup>) floor of the Leased Premises ("Courtroom"). Subject to advance scheduling coordination with Lessee, Lessor shall have the right during the term of this Agreement to access and use the Courtroom at such times and for such purposes as is deemed necessary by Lessor and agreed by Lessee.

In the event Lessee fails to commence renovations to the Leased Premises within 210 days following the Commencement Date, Lessor may at its sole option choose to terminate this Agreement and Lessee agrees to immediately refund to Lessor the full balance of amounts made available by Lessor under Section 6 to Lessor. Upon payment of such refund, Lessee shall have no continuing right to use the Courtroom.



**SECTION 8. FURNITURE, FIXTURES AND PERSONAL PROPERTY OF LESSEE**

Upon the termination of this Agreement, Lessee may remove its trade fixtures, office supplies and moveable office furniture and equipment not attached to the Leased Premises provided: (a) such removal is made prior to the termination of this Agreement; (b) Lessee is not in default of any obligation or covenant of the Agreement at the time of such removal; and (c) Lessee promptly repairs all damage caused by such removal. All other property at the Leased Premises and any alterations or additions to the Leased Premises (including wall-to-wall carpeting, paneling or other wall covering) and any other article attached or affixed to the floor, wall or ceiling of the Leased Premises shall become the property of Lessor upon the termination of this Agreement and shall remain upon and be surrendered with the Leased Premises as a part thereof at the termination of this Agreement by lapse of time or otherwise. If, however, Lessor so requests in writing, Lessee will, prior to vacating the Leased Premises, remove any and all alterations, additions, fixtures, equipment and property placed or installed by it in the Leased Premises and will repair any damage caused by such removal.

**SECTION 9. ASSIGNMENT AND SUBLEASE**

During the term, Lessee shall have full rights to assign, convey, sublease or transfer this agreement or any part thereof, or any rights created hereby to the McKinney Community Development Corporation or any successor organization. Lessee may assign, convey, sublease or transfer this agreement or any part thereof, or any rights created hereby to other third parties upon obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld, if (a) Lessor determines that the proposed assignee or sublessee is a respectable party that is willing and able to assume Lessee's obligations hereunder, (b) Lessor determines such assignment will not detrimentally affect the tax-exempt status of any bonds, including the Historic Collin County Courthouse Bonds, or other indebtedness issued by Lessor in connection with the Leased Premises or any portion thereof. In no event shall any such assignment or sublease, or attempted assignment or sublease, ever release Lessee from an obligation or liability hereunder, although said assignment or sublease may create identical obligations or liabilities in any Sublessor or Assignee, and covenant that Sublessor has primary responsibility to Lessor for Lessee's obligations or liabilities created in this Agreement.

**SECTION 10. FIRE AND OTHER CASUALTY**

It is mutually agreed that if the Leased Premises, or any portion thereof, is partially or totally destroyed or damaged by fire or other casualty covered by the fire and extended coverage insurance carried by Lessee on the Leased Premises, and in the sole opinion of Lessee, repairs would exceed the value of the Property or more than sixty percent (60%) of the structure is damaged, then this Agreement may be terminated by either party hereto by serving written notice upon the other, and the parties shall seek to recover their losses

from the proceeds from the applicable policies of insurance. Proceeds from any insurance shall first be used to secure the remainder of the Property, by demolition or otherwise. Any remaining insurance proceeds shall be distributed to the parties, proportionately to the amount each party provided to repair, renovate and restore the Property.

#### **SECTION 11. EMINENT DOMAIN**

If, during the term of this Agreement, any part or interest therein of the Leased Premises should be taken or otherwise acquired by an authority exercising powers of eminent domain, Lessee may, at its option, terminate this Agreement. Lessor shall be entitled to any and all compensation and damages awarded or agreed upon between the condemning authority and Lessor.

#### **SECTION 12. INSURANCE AND TAXES**

Lessee shall throughout the term hereof maintain fire and extended coverage insurance on the Leased Premises, including the interior improvements, in an amount not less than one-hundred percent (100%) of the full insurable value of the Leased Premises including such improvements, and shall maintain commercial general liability insurance in amounts of \$3,000,000 per occurrence or, following the expiration of each successive five year period during the Term, such other amounts as Lessor may from time to time reasonably require. Lessee shall provide, at its own expense, adequate public liability insurance. The limits of said insurance shall not, however limit liability of Lessee hereunder. All insurance policies obtained by Lessee under this subsection, shall insure Lessee and Lessor against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Leased Premises. Lessee hereby waives any and all right or recovery, claim, action, or cause of action, against Lessor its agents, officers, or employees, for any loss or damage that may occur to the Leased Premises, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause which could be insured against under the terms of the standard fire and extended coverage and public liability insurance policies. Lessee shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against Lessor.

During the term, Lessee or Lessee's tenants, as applicable, shall be fully responsible for the payment of any taxes of any nature assessed against the Leased Premises.

#### **SECTION 13. TITLE COMMITMENT ON LEASEHOLD**

Within five (5) days after the execution of this Agreement, Lessor shall, at Lessor's expense, deliver or cause to be delivered to Lessee: (1) A current title commitment ("Title Commitment") covering the Leasehold Property binding the Title Company to

issue a Policy of Title Insurance with a T-4 endorsement (the "Title Policy") on the standard form prescribed by the Texas State Board of Insurance at the Closing in the amount of Five Million, Four Hundred Thousand Dollars (\$5,400,000.00), insuring the Leasehold Estate of the Lessee in the Property to be good and indefeasible subject only to the Standard Texas Title Insurance Permitted Exceptions; (2) true and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Title Commitment ("Title Documents"); and (3) current tax statements.

Within thirty (30) days after the receipt of the final declaratory judgment as contemplated in Section 16, herein, but in any case before Lessee begins construction and restoration work, Lessor shall deliver to Lessee the Title Policy which shall reflect Lessor's good and indefeasible title to the Property free and clear of any and all liens, assessments, unrecorded easements, security interests and other encumbrances except the Permitted Exceptions. Delivery of the Title Policy shall be deemed to satisfy the obligation of Lessor as to the sufficiency of title required hereunder.

#### **SECTION 14. LIABILITY AND INDEMNITY**

Lessee agrees to indemnify and hold harmless Lessor from (a) all claims for injury to persons (including death) or for damage to property which arises from any act, omission or neglect of Lessee or Lessee's agents, employees, contractors, customers or invitees or of any other third party, and which act or omission occurs during the term of this Agreement in or about the Leased Premises, and other areas appurtenant thereto (including costs and expenses of defending against such claims); or (b) Lessee's failure to perform its obligations under this Agreement, in each case even though caused or alleged to be caused by the negligence or fault of Lessor or its agents (other than a claim or loss arising from the sole or gross negligence of Lessor or its agents), and even though any such claim, cause of action, or suit is based upon or alleged to be based upon the strict liability of Lessor or its agents. This indemnity is intended to indemnify Lessor and its agents against the consequences of their own negligence or fault as provided above when Lessor or its agents are jointly, comparatively, contributively, or concurrently negligent with Lessee. The indemnities set forth herein shall survive termination or expiration of this Agreement and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of Rental under any provision of this Agreement. If any proceeding is filed for which indemnity is required hereunder, Lessee agrees, upon request therefore, to defend Lessor in such proceeding at its sole cost utilizing counsel satisfactory to Lessor. Lessee agrees to use and occupy the Leased Premises, and all drives and other areas appurtenant thereto, at its own risk and hereby releases Lessor, its agents, officers and employees from all claims for any damage or injury to persons (including death) or property to the full extent permitted by law. Lessee agrees that Lessor shall not be responsible or liable to Lessee, its agents, employees, contractors, customers or invitees for damage or injury to persons (including death) or property occasioned by the acts or omissions of Lessee, or

its agents, employees, customers or invitees within the Leased Premises, and all drives and other areas appurtenant thereto.

#### **SECTION 15. DEFAULT BY LESSEE**

The following events shall be deemed to be events of default by Lessee under this Agreement.

- a. if Lessee shall fail to pay any installment of Rental;
- b. Lessee shall fail to faithfully perform the covenants in this Agreement pertaining to:
  - (1) the use of the Courtroom by Lessor as described in Section 7 herein;
  - (2) the management and maintenance of the Leased Premises as described in Section 5 herein;
  - (3) the remodeling and renovation of the Leased Premises as described in Section 6 herein;
  - (4) the maintenance of property and casualty and general liability insurance on the Leased Premises as described in Section 12 herein; or
  - (5) the covenants in Section 9 relating to subtenants.
- c. if any petition shall be filed by or against Lessee to have Lessee placed in receivership and/or bankruptcy.

Upon the occurrence of any such event of default, Lessor shall give written notice to Lessee of said default and Lessee shall have sixty (60) days to begin to cure said default. Should Lessee fail to begin cure within sixty (60) days, or arrange a mutually agreed upon timeframe for cure, Lessor shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever:

- a. terminate this Agreement, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may without prejudice to any other remedy which it may have for such default, enter upon and take possession of the Leased Premises and lock out or expel or remove Lessee and any other person who may be occupying the Leased Premises or any part thereof, by force if necessary,

without being liable for prosecution or any claim of damages therefor; and Lessee agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination;

- b. without terminating this Agreement, enter upon and take possession of the Leased Premises and lock out or expel or remove Lessee and any other person who may be occupying the Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore, and if Lessor so elects, relet the Leased Premises on such terms as Lessor may deem advisable and receive the rent therefor; and Lessee agrees that Lessee shall remain liable for and shall pay to Lessor on demand all Rentals and other sums due to Lessor under the Agreement.

Pursuit by Lessor of any of the foregoing remedies shall not preclude pursuit of any of the other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Notwithstanding anything contained in this Agreement to the contrary, no act or omission of Lessor shall be construed as a termination of this Agreement. Lessor shall terminate this Agreement only in writing by mailing or delivering to Lessee notice of such termination.

#### **SECTION 16. DECLARATORY JUDGMENT**

- a. Upon execution of this document by both parties, County shall immediately seek a declaratory judgment as to the rights of the parties under this Lease document. City and County shall contribute equally to the costs of the declaratory judgment; however, City shall contribute not more than Twenty Thousand and No/100 Dollars (\$20,000.00). County shall be responsible for any amounts over Forty Thousand and No/100 Dollars (\$40,000.00).
- b. The declaratory judgment shall specifically request that the Court determine that the uses, and particularly the private uses, contemplated by this Lease are permitted under (i) the original deed granting the Courthouse property to the County; (ii) the bond covenants of both parties; and (iii) the Texas Constitution.
- c. If the Court, after issuance of a final, non-appealable judgment:

- (1) does not grant the entirety of the relief sought;
- (2) does not issue a judgment that is binding on all future third-party claimants; or
- (3) determines that the lease is not otherwise valid, then:
  - A. City has the option to terminate this Lease upon thirty (30) days written notice to Lessor, forever releasing the parties from performing under any section contained herein should the City in good faith not believe that the declaratory judgment grants the relief sought.
  - B. County has the option to terminate this Lease upon sixty (60) days written notice to Lessee, forever releasing the parties from performing under any section contained herein.

#### **SECTION 17. INDEMNITY AND AMORTIZATION**

A. Indemnity. If the City's option to terminate under Section 16(d)(A) does not arise and if (i) Lessor does not terminate this Lease pursuant to Section 16(d)(B), and (ii) any subsequent legal challenge is raised as to the validity or legality of any portion of this Agreement, including the ability of the Parties to execute this Agreement, Lessor shall to the extent allowed by law defend, indemnify and fully hold harmless the Lessee from any such suit, challenge or cause of action, including attorney's fees, that is not covered by the title insurance in Section 13 herein. If (i) the declaratory relief is not granted and (ii) the City has not terminated this Lease under Section 16(d)(A) and (iii) the County has not terminated under Section 16(d)(B), the indemnity provisions of this paragraph shall not apply.

B. Amortization. Notwithstanding the foregoing, should a competent court of law finally determine that this Agreement is invalid such that the purposes of this Agreement are voided or annulled, including an order that Lessor retake the Property free of any leasehold, Lessor acknowledges that it is unjustly enriched by the repair, renovation and restoration efforts undertaken by Lessee, and that the value and cost of such efforts shall be reimbursed to Lessee. The Parties agree that the fair market value of Property as set out in Section 20 herein is not determinative of the amount of unjust enrichment in this Section. However, any determination of the value of Lessor's unjust enrichment from the repair, renovation and restoration of Property shall exclude the amount provided by Lessor in Section 6 herein.

The value of Lessee's repair, renovation and restoration contribution shall be subject to a thirty-year amortization for purposes of this Section. The value of Lessee's contribution shall be either

- A. \$5,400,000.00, or

B. the Guaranteed Maximum Price on the Commencement Date minus the County's contribution of \$1,000,000.00.

See Exhibit A attached hereto and incorporated herein for the amortization schedule.

#### **SECTION 18. ATTORNEY'S FEES**

In the event Lessor or Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Agreement and the other party hereto places the enforcement of this Agreement, or any part thereof, or the collection of any rent of any other charges due, or to become due hereunder, or recovery of the possession of the Leased Premises in the hands of an attorney, or files suit upon the same, it is agreed that the defaulting party shall pay the reasonable attorney's fees incurred by the party not in default.

#### **SECTION 19. LESSEE OPTION TO PURCHASE**

Upon the latter of the expiration of twenty (20) years from the Commencement Date, or the retirement or extinguishment of all County bonds or other indebtedness related to the Leased Premises or the use thereof (including the Courtroom) pursuant to this Agreement, and to the extent permitted by law, including the provisions of chapter 272 of the Texas Local Government Code, Lessor hereby grants Lessee the exclusive right and option ("Option") to purchase (for the Purchase Price hereinafter provided) the tract of land more particularly described in Exhibit A attached hereto, together with all improvements situated thereon, all fixtures and other property affixed thereto and all and singular the rights and appurtenances pertaining to the Property, including any right, titled and interest in and to adjacent streets, alleys or rights-of-way, during the Option Period as hereinafter defined. The Option shall arise at and continue from and after the expiration of Twenty Years from the Commencement Date, or the expiration of Lessor's bonded indebtedness used to fund improvement costs as set out in Section 6 herein, whichever occurred later, until one year from the expiration of Twenty Years from the Commencement Date or the expiration of Lessor's bonded indebtedness, at which time the Option shall expire ("Option Period").

#### **SECTION 20. PURCHASE PRICE**

If Lessee exercises the Option as set out in this Lease Agreement, Lessee shall receive a credit toward the purchase price of the Leased Premises in an amount equal to the cost of the improvements to the Leased Premises actually incurred by Lessee pursuant to Section 6 hereof, other than the amount contributed by Lessor; provided, that such credit shall in no event be greater than \$5,400,000.00 or the Guaranteed Maximum Price upon Commencement Date minus the County's contribution of \$1,000,000.00. In the event

that such credit is greater than the fair market value of the Leased Premises, the purchase price for the Leased Premises shall be Ten and No/100 Dollars (\$10.00).

#### **SECTION 21. NONWAIVER**

Neither acceptance of rent by Lessor nor failure by Lessor to complain of any action, non-action or default of Lessee, whether singular or repetitive, shall constitute a waiver of any of Lessor's rights hereunder. Waiver by Lessor of any right for any default of Lessee shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default.

#### **SECTION 22. RULES AND REGULATIONS**

Lessee shall comply with, and Lessee shall cause its visitors, employees, contractors, agents and invitees to comply with, all laws, ordinances, orders, rules and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction thereof) relating to the use, condition occupancy of the Leased Premises, and with the rules and regulations of the Leased Premises reasonably adopted and altered by Lessee from time to time for the safety, care and cleanliness of the Leased Premises and for preservation of good order therein.

#### **SECTION 23. UNLAWFUL OR DANGEROUS USE**

Lessee shall not use or occupy, nor permit the use or occupancy of the Leased Premises or any part thereof for a purpose which, in the good faith judgment of Lessor, is in whole or in part, directly or indirectly forbidden by law, ordinance, or governmental or municipal regulation or order or is disrespectful in any manner, or which is extra hazardous on account of fire, explosion or other casualty; or for a purposed which may be dangerous to life or property; or do or permit anything to be done which would increase the fire and casualty insurance rates on the Leased Premises or its contents.

#### **SECTION 24. SEVERABILITY**

This Agreement shall be construed in accordance with the laws of the State of Texas. If any clause or provision hereof is illegal, invalid or unenforceable, under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

#### **SECTION 25. NOTICES**

Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by any party hereto to or upon another, such notice or demand shall be given or served (and shall not be deemed to have been given or served unless) in writing



and delivered personally or sent by Certified or Registered Mail return receipt requested, postage prepaid, addressed as follows:

To the Lessor: Collin County, Texas  
Attn: County Judge  
210 South McDonald, Suite 626  
McKinney, Texas 75069

To the Lessee: City of McKinney, Texas  
Attn: City Manager  
222 N. Tennessee Street  
McKinney, Texas 75069

Either party shall have the right to change its address to which notices shall thereafter be sent by giving the other written notice thereof.

#### **SECTION 26. HOLDING OVER**

Upon the termination of this Agreement for any reason, Lessor shall have the right to re-enter and resume possession of the Leased Premises, provided Lessor complies with Section 17 herein, if applicable

#### **SECTION 27. OBLIGATION OF SUCCESSORS**

It is mutually agreed that all the provisions hereof are to be construed as covenants and agreements as though the words imparting such covenants were used in each separate hereof, and that, except as restricted by the provisions of Section 16 herein, all the provisions hereof shall bind and insure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

#### **SECTION 28. ENTIRE AGREEMENT**

This instrument and any attached appendices collectively constitute the entire agreement between the Lessor and Lessee, and no other promises or representations shall be binding unless made in writing and signed by Lessor and Lessee.

#### **SECTION 29. FORCE MAJEURE**

In the event that Lessee shall be delayed, hindered or prevented from the performance of any acts required of Lessee hereunder by reason of acts of gods, riots, fire strike or the unavailability of materials, or any other cause outside the control of Lessee, then performance of such acts shall be excused for the period of the delay, and the period for

the performance of any such acts shall be extended for a period equivalent to the period of such delay.

### **SECTION 30. APPROVAL BY LESSOR**

This Agreement is not binding until executed by Lessor and a counterpart delivered to Lessee.

### **SECTION 31. AUTHORITY**

Lessor and Lessee warrant that all consents or approvals required of third parties (including but not limited to their respective governing boards and/or councils) for the execution, delivery and performance of this Agreement have been obtained and that Lessor and Lessee have the right and authority to enter into and perform their respective obligations contained in this Agreement.

IN WITNESS WHEREOF, the Lessor and Lessee, acting herein by duly authorized individuals, have caused there presents to be execute in multiple counterparts, each of which shall have the force and effect of an original, as of the day and year first written above.

**"LESSOR"**

**COLLIN COUNTY, TEXAS**

By: 

RONALD L. HARRIS  
County Judge

Attest:



HELEN STARNES  
Ex-Officio Clerk  
Commissioners' Court  
Collin County, Texas

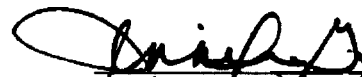
**"LESSEE"**

**CITY OF MCKINNEY, TEXAS**

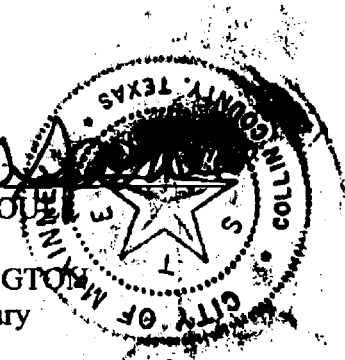
By: 

LAWRENCE W. ROBINSON  
City Manager

Attest:



JENNIFER G. SPROCK  
City Secretary  
BEVERLY COVINGTON  
Deputy City Secretary



**EXHIBIT A****AMORTIZATION SCHEDULE**

Principal: 5,400,000.00 % Rate: 0.000 Years: 30 Months: 0  
 MONTHLY Payment: 15,000.00  
 FINAL est. Payment: 15,000.00

Date	No.	Interest	Principal	Balance
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1/2003	1	0.00	15,000.00	5,385,000.00
2/2003	2	0.00	15,000.00	5,370,000.00
3/2003	3	0.00	15,000.00	5,355,000.00
4/2003	4	0.00	15,000.00	5,340,000.00
5/2003	5	0.00	15,000.00	5,325,000.00
6/2003	6	0.00	15,000.00	5,310,000.00
7/2003	7	0.00	15,000.00	5,295,000.00
8/2003	8	0.00	15,000.00	5,280,000.00
9/2003	9	0.00	15,000.00	5,265,000.00
10/2003	10	0.00	15,000.00	5,250,000.00
11/2003	11	0.00	15,000.00	5,235,000.00
12/2003	12	0.00	15,000.00	5,220,000.00

2003 Totals 0.00 180,000.00

Date	No.	Interest	Principal	Balance
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1/2004	13	0.00	15,000.00	5,205,000.00
2/2004	14	0.00	15,000.00	5,190,000.00
3/2004	15	0.00	15,000.00	5,175,000.00
4/2004	16	0.00	15,000.00	5,160,000.00
5/2004	17	0.00	15,000.00	5,145,000.00
6/2004	18	0.00	15,000.00	5,130,000.00
7/2004	19	0.00	15,000.00	5,115,000.00
8/2004	20	0.00	15,000.00	5,100,000.00
9/2004	21	0.00	15,000.00	5,085,000.00
10/2004	22	0.00	15,000.00	5,070,000.00
11/2004	23	0.00	15,000.00	5,055,000.00
12/2004	24	0.00	15,000.00	5,040,000.00

2004 Totals 0.00 180,000.00

Date	No.	Interest	Principal	Balance
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1/2005	25	0.00	15,000.00	5,025,000.00
2/2005	26	0.00	15,000.00	5,010,000.00
3/2005	27	0.00	15,000.00	4,995,000.00
4/2005	28	0.00	15,000.00	4,980,000.00

5/2005	29	0.00	15,000.00	4,965,000.00
6/2005	30	0.00	15,000.00	4,950,000.00
7/2005	31	0.00	15,000.00	4,935,000.00
8/2005	32	0.00	15,000.00	4,920,000.00
9/2005	33	0.00	15,000.00	4,905,000.00
10/2005	34	0.00	15,000.00	4,890,000.00
11/2005	35	0.00	15,000.00	4,875,000.00
12/2005	36	0.00	15,000.00	4,860,000.00

2005 Totals	0.00	180,000.00
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Date	No.	Interest	Principal	Balance
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1/2006	37	0.00	15,000.00	4,845,000.00
2/2006	38	0.00	15,000.00	4,830,000.00
3/2006	39	0.00	15,000.00	4,815,000.00
4/2006	40	0.00	15,000.00	4,800,000.00
5/2006	41	0.00	15,000.00	4,785,000.00
6/2006	42	0.00	15,000.00	4,770,000.00
7/2006	43	0.00	15,000.00	4,755,000.00
8/2006	44	0.00	15,000.00	4,740,000.00
9/2006	45	0.00	15,000.00	4,725,000.00
10/2006	46	0.00	15,000.00	4,710,000.00
11/2006	47	0.00	15,000.00	4,695,000.00
12/2006	48	0.00	15,000.00	4,680,000.00

2006 Totals	0.00	180,000.00
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Date	No.	Interest	Principal	Balance
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1/2007	49	0.00	15,000.00	4,665,000.00
2/2007	50	0.00	15,000.00	4,650,000.00
3/2007	51	0.00	15,000.00	4,635,000.00
4/2007	52	0.00	15,000.00	4,620,000.00
5/2007	53	0.00	15,000.00	4,605,000.00
6/2007	54	0.00	15,000.00	4,590,000.00
7/2007	55	0.00	15,000.00	4,575,000.00
8/2007	56	0.00	15,000.00	4,560,000.00
9/2007	57	0.00	15,000.00	4,545,000.00
10/2007	58	0.00	15,000.00	4,530,000.00
11/2007	59	0.00	15,000.00	4,515,000.00
12/2007	60	0.00	15,000.00	4,500,000.00

2007 Totals	0.00	180,000.00
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Date	No.	Interest	Principal	Balance
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1/2008	61	0.00	15,000.00	4,485,000.00
2/2008	62	0.00	15,000.00	4,470,000.00

3/2008	63	0.00	15,000.00	4,455,000.00
4/2008	64	0.00	15,000.00	4,440,000.00
5/2008	65	0.00	15,000.00	4,425,000.00
6/2008	66	0.00	15,000.00	4,410,000.00
7/2008	67	0.00	15,000.00	4,395,000.00
8/2008	68	0.00	15,000.00	4,380,000.00
9/2008	69	0.00	15,000.00	4,365,000.00
10/2008	70	0.00	15,000.00	4,350,000.00
11/2008	71	0.00	15,000.00	4,335,000.00
12/2008	72	0.00	15,000.00	4,320,000.00

2008 Totals	0.00	180,000.00
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Date	No.	Interest	Principal	Balance
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1/2009	73	0.00	15,000.00	4,305,000.00
2/2009	74	0.00	15,000.00	4,290,000.00
3/2009	75	0.00	15,000.00	4,275,000.00
4/2009	76	0.00	15,000.00	4,260,000.00
5/2009	77	0.00	15,000.00	4,245,000.00
6/2009	78	0.00	15,000.00	4,230,000.00
7/2009	79	0.00	15,000.00	4,215,000.00
8/2009	80	0.00	15,000.00	4,200,000.00
9/2009	81	0.00	15,000.00	4,185,000.00
10/2009	82	0.00	15,000.00	4,170,000.00
11/2009	83	0.00	15,000.00	4,155,000.00
12/2009	84	0.00	15,000.00	4,140,000.00

2009 Totals	0.00	180,000.00
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Date	No.	Interest	Principal	Balance
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1/2010	85	0.00	15,000.00	4,125,000.00
2/2010	86	0.00	15,000.00	4,110,000.00
3/2010	87	0.00	15,000.00	4,095,000.00
4/2010	88	0.00	15,000.00	4,080,000.00
5/2010	89	0.00	15,000.00	4,065,000.00
6/2010	90	0.00	15,000.00	4,050,000.00
7/2010	91	0.00	15,000.00	4,035,000.00
8/2010	92	0.00	15,000.00	4,020,000.00
9/2010	93	0.00	15,000.00	4,005,000.00
10/2010	94	0.00	15,000.00	3,990,000.00
11/2010	95	0.00	15,000.00	3,975,000.00
12/2010	96	0.00	15,000.00	3,960,000.00

2010 Totals	0.00	180,000.00
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Date	No.	Interest	Principal	Balance
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1/2011	97	0.00	15,000.00	3,945,000.00
2/2011	98	0.00	15,000.00	3,930,000.00
3/2011	99	0.00	15,000.00	3,915,000.00
4/2011	100	0.00	15,000.00	3,900,000.00
5/2011	101	0.00	15,000.00	3,885,000.00
6/2011	102	0.00	15,000.00	3,870,000.00
7/2011	103	0.00	15,000.00	3,855,000.00
8/2011	104	0.00	15,000.00	3,840,000.00
9/2011	105	0.00	15,000.00	3,825,000.00
10/2011	106	0.00	15,000.00	3,810,000.00
11/2011	107	0.00	15,000.00	3,795,000.00
12/2011	108	0.00	15,000.00	3,780,000.00
2011 Totals		0.00	180,000.00	

Date	No.	Interest	Principal	Balance
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1/2012	109	0.00	15,000.00	3,765,000.00
2/2012	110	0.00	15,000.00	3,750,000.00
3/2012	111	0.00	15,000.00	3,735,000.00
4/2012	112	0.00	15,000.00	3,720,000.00
5/2012	113	0.00	15,000.00	3,705,000.00
6/2012	114	0.00	15,000.00	3,690,000.00
7/2012	115	0.00	15,000.00	3,675,000.00
8/2012	116	0.00	15,000.00	3,660,000.00
9/2012	117	0.00	15,000.00	3,645,000.00
10/2012	118	0.00	15,000.00	3,630,000.00
11/2012	119	0.00	15,000.00	3,615,000.00
12/2012	120	0.00	15,000.00	3,600,000.00
2012 Totals		0.00	180,000.00	

Date	No.	Interest	Principal	Balance
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1/2013	121	0.00	15,000.00	3,585,000.00
2/2013	122	0.00	15,000.00	3,570,000.00
3/2013	123	0.00	15,000.00	3,555,000.00
4/2013	124	0.00	15,000.00	3,540,000.00
5/2013	125	0.00	15,000.00	3,525,000.00
6/2013	126	0.00	15,000.00	3,510,000.00
7/2013	127	0.00	15,000.00	3,495,000.00
8/2013	128	0.00	15,000.00	3,480,000.00
9/2013	129	0.00	15,000.00	3,465,000.00
10/2013	130	0.00	15,000.00	3,450,000.00
11/2013	131	0.00	15,000.00	3,435,000.00
12/2013	132	0.00	15,000.00	3,420,000.00
2013 Totals		0.00	180,000.00	

Date	No.	Interest	Principal	Balance
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1/2014	133	0.00	15,000.00	3,405,000.00
2/2014	134	0.00	15,000.00	3,390,000.00
3/2014	135	0.00	15,000.00	3,375,000.00
4/2014	136	0.00	15,000.00	3,360,000.00
5/2014	137	0.00	15,000.00	3,345,000.00
6/2014	138	0.00	15,000.00	3,330,000.00
7/2014	139	0.00	15,000.00	3,315,000.00
8/2014	140	0.00	15,000.00	3,300,000.00
9/2014	141	0.00	15,000.00	3,285,000.00
10/2014	142	0.00	15,000.00	3,270,000.00
11/2014	143	0.00	15,000.00	3,255,000.00
12/2014	144	0.00	15,000.00	3,240,000.00

2014 Totals	0.00	180,000.00		
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Date	No.	Interest	Principal	Balance
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1/2015	145	0.00	15,000.00	3,225,000.00
2/2015	146	0.00	15,000.00	3,210,000.00
3/2015	147	0.00	15,000.00	3,195,000.00
4/2015	148	0.00	15,000.00	3,180,000.00
5/2015	149	0.00	15,000.00	3,165,000.00
6/2015	150	0.00	15,000.00	3,150,000.00
7/2015	151	0.00	15,000.00	3,135,000.00
8/2015	152	0.00	15,000.00	3,120,000.00
9/2015	153	0.00	15,000.00	3,105,000.00
10/2015	154	0.00	15,000.00	3,090,000.00
11/2015	155	0.00	15,000.00	3,075,000.00
12/2015	156	0.00	15,000.00	3,060,000.00

2015 Totals	0.00	180,000.00		
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Date	No.	Interest	Principal	Balance
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1/2016	157	0.00	15,000.00	3,045,000.00
2/2016	158	0.00	15,000.00	3,030,000.00
3/2016	159	0.00	15,000.00	3,015,000.00
4/2016	160	0.00	15,000.00	3,000,000.00
5/2016	161	0.00	15,000.00	2,985,000.00
6/2016	162	0.00	15,000.00	2,970,000.00
7/2016	163	0.00	15,000.00	2,955,000.00
8/2016	164	0.00	15,000.00	2,940,000.00
9/2016	165	0.00	15,000.00	2,925,000.00
10/2016	166	0.00	15,000.00	2,910,000.00

11/2016	167	0.00	15,000.00	2,895,000.00
12/2016	168	0.00	15,000.00	2,880,000.00
2016 Totals		0.00	180,000.00	

Date	No.	Interest	Principal	Balance
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1/2017	169	0.00	15,000.00	2,865,000.00
2/2017	170	0.00	15,000.00	2,850,000.00
3/2017	171	0.00	15,000.00	2,835,000.00
4/2017	172	0.00	15,000.00	2,820,000.00
5/2017	173	0.00	15,000.00	2,805,000.00
6/2017	174	0.00	15,000.00	2,790,000.00
7/2017	175	0.00	15,000.00	2,775,000.00
8/2017	176	0.00	15,000.00	2,760,000.00
9/2017	177	0.00	15,000.00	2,745,000.00
10/2017	178	0.00	15,000.00	2,730,000.00
11/2017	179	0.00	15,000.00	2,715,000.00
12/2017	180	0.00	15,000.00	2,700,000.00
2017 Totals		0.00	180,000.00	

Date	No.	Interest	Principal	Balance
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1/2018	181	0.00	15,000.00	2,685,000.00
2/2018	182	0.00	15,000.00	2,670,000.00
3/2018	183	0.00	15,000.00	2,655,000.00
4/2018	184	0.00	15,000.00	2,640,000.00
5/2018	185	0.00	15,000.00	2,625,000.00
6/2018	186	0.00	15,000.00	2,610,000.00
7/2018	187	0.00	15,000.00	2,595,000.00
8/2018	188	0.00	15,000.00	2,580,000.00
9/2018	189	0.00	15,000.00	2,565,000.00
10/2018	190	0.00	15,000.00	2,550,000.00
11/2018	191	0.00	15,000.00	2,535,000.00
12/2018	192	0.00	15,000.00	2,520,000.00
2018 Totals		0.00	180,000.00	

Date	No.	Interest	Principal	Balance
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1/2019	193	0.00	15,000.00	2,505,000.00
2/2019	194	0.00	15,000.00	2,490,000.00
3/2019	195	0.00	15,000.00	2,475,000.00
4/2019	196	0.00	15,000.00	2,460,000.00
5/2019	197	0.00	15,000.00	2,445,000.00
6/2019	198	0.00	15,000.00	2,430,000.00
7/2019	199	0.00	15,000.00	2,415,000.00
8/2019	200	0.00	15,000.00	2,400,000.00



9/2019	201	0.00	15,000.00	2,385,000.00
10/2019	202	0.00	15,000.00	2,370,000.00
11/2019	203	0.00	15,000.00	2,355,000.00
12/2019	204	0.00	15,000.00	2,340,000.00
2019 Totals		0.00	180,000.00	

Date	No.	Interest	Principal	Balance
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1/2020	205	0.00	15,000.00	2,325,000.00
2/2020	206	0.00	15,000.00	2,310,000.00
3/2020	207	0.00	15,000.00	2,295,000.00
4/2020	208	0.00	15,000.00	2,280,000.00
5/2020	209	0.00	15,000.00	2,265,000.00
6/2020	210	0.00	15,000.00	2,250,000.00
7/2020	211	0.00	15,000.00	2,235,000.00
8/2020	212	0.00	15,000.00	2,220,000.00
9/2020	213	0.00	15,000.00	2,205,000.00
10/2020	214	0.00	15,000.00	2,190,000.00
11/2020	215	0.00	15,000.00	2,175,000.00
12/2020	216	0.00	15,000.00	2,160,000.00
2020 Totals		0.00	180,000.00	

Date	No.	Interest	Principal	Balance
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1/2021	217	0.00	15,000.00	2,145,000.00
2/2021	218	0.00	15,000.00	2,130,000.00
3/2021	219	0.00	15,000.00	2,115,000.00
4/2021	220	0.00	15,000.00	2,100,000.00
5/2021	221	0.00	15,000.00	2,085,000.00
6/2021	222	0.00	15,000.00	2,070,000.00
7/2021	223	0.00	15,000.00	2,055,000.00
8/2021	224	0.00	15,000.00	2,040,000.00
9/2021	225	0.00	15,000.00	2,025,000.00
10/2021	226	0.00	15,000.00	2,010,000.00
11/2021	227	0.00	15,000.00	1,995,000.00
12/2021	228	0.00	15,000.00	1,980,000.00
2021 Totals		0.00	180,000.00	

Date	No.	Interest	Principal	Balance
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1/2022	229	0.00	15,000.00	1,965,000.00
2/2022	230	0.00	15,000.00	1,950,000.00
3/2022	231	0.00	15,000.00	1,935,000.00
4/2022	232	0.00	15,000.00	1,920,000.00
5/2022	233	0.00	15,000.00	1,905,000.00
6/2022	234	0.00	15,000.00	1,890,000.00

7/2022	235	0.00	15,000.00	1,875,000.00
8/2022	236	0.00	15,000.00	1,860,000.00
9/2022	237	0.00	15,000.00	1,845,000.00
10/2022	238	0.00	15,000.00	1,830,000.00
11/2022	239	0.00	15,000.00	1,815,000.00
12/2022	240	0.00	15,000.00	1,800,000.00

2022 Totals	0.00	180,000.00
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Date	No.	Interest	Principal	Balance
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1/2023	241	0.00	15,000.00	1,785,000.00
2/2023	242	0.00	15,000.00	1,770,000.00
3/2023	243	0.00	15,000.00	1,755,000.00
4/2023	244	0.00	15,000.00	1,740,000.00
5/2023	245	0.00	15,000.00	1,725,000.00
6/2023	246	0.00	15,000.00	1,710,000.00
7/2023	247	0.00	15,000.00	1,695,000.00
8/2023	248	0.00	15,000.00	1,680,000.00
9/2023	249	0.00	15,000.00	1,665,000.00
10/2023	250	0.00	15,000.00	1,650,000.00
11/2023	251	0.00	15,000.00	1,635,000.00
12/2023	252	0.00	15,000.00	1,620,000.00

2023 Totals	0.00	180,000.00
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Date	No.	Interest	Principal	Balance
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1/2024	253	0.00	15,000.00	1,605,000.00
2/2024	254	0.00	15,000.00	1,590,000.00
3/2024	255	0.00	15,000.00	1,575,000.00
4/2024	256	0.00	15,000.00	1,560,000.00
5/2024	257	0.00	15,000.00	1,545,000.00
6/2024	258	0.00	15,000.00	1,530,000.00
7/2024	259	0.00	15,000.00	1,515,000.00
8/2024	260	0.00	15,000.00	1,500,000.00
9/2024	261	0.00	15,000.00	1,485,000.00
10/2024	262	0.00	15,000.00	1,470,000.00
11/2024	263	0.00	15,000.00	1,455,000.00
12/2024	264	0.00	15,000.00	1,440,000.00

2024 Totals	0.00	180,000.00
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Date	No.	Interest	Principal	Balance
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1/2025	265	0.00	15,000.00	1,425,000.00
2/2025	266	0.00	15,000.00	1,410,000.00
3/2025	267	0.00	15,000.00	1,395,000.00
4/2025	268	0.00	15,000.00	1,380,000.00

5/2025	269	0.00	15,000.00	1,365,000.00
6/2025	270	0.00	15,000.00	1,350,000.00
7/2025	271	0.00	15,000.00	1,335,000.00
8/2025	272	0.00	15,000.00	1,320,000.00
9/2025	273	0.00	15,000.00	1,305,000.00
10/2025	274	0.00	15,000.00	1,290,000.00
11/2025	275	0.00	15,000.00	1,275,000.00
12/2025	276	0.00	15,000.00	1,260,000.00

2025 Totals	0.00	180,000.00
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Date	No.	Interest	Principal	Balance
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1/2026	277	0.00	15,000.00	1,245,000.00
2/2026	278	0.00	15,000.00	1,230,000.00
3/2026	279	0.00	15,000.00	1,215,000.00
4/2026	280	0.00	15,000.00	1,200,000.00
5/2026	281	0.00	15,000.00	1,185,000.00
6/2026	282	0.00	15,000.00	1,170,000.00
7/2026	283	0.00	15,000.00	1,155,000.00
8/2026	284	0.00	15,000.00	1,140,000.00
9/2026	285	0.00	15,000.00	1,125,000.00
10/2026	286	0.00	15,000.00	1,110,000.00
11/2026	287	0.00	15,000.00	1,095,000.00
12/2026	288	0.00	15,000.00	1,080,000.00

2026 Totals	0.00	180,000.00
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Date	No.	Interest	Principal	Balance
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1/2027	289	0.00	15,000.00	1,065,000.00
2/2027	290	0.00	15,000.00	1,050,000.00
3/2027	291	0.00	15,000.00	1,035,000.00
4/2027	292	0.00	15,000.00	1,020,000.00
5/2027	293	0.00	15,000.00	1,005,000.00
6/2027	294	0.00	15,000.00	990,000.00
7/2027	295	0.00	15,000.00	975,000.00
8/2027	296	0.00	15,000.00	960,000.00
9/2027	297	0.00	15,000.00	945,000.00
10/2027	298	0.00	15,000.00	930,000.00
11/2027	299	0.00	15,000.00	915,000.00
12/2027	300	0.00	15,000.00	900,000.00

2027 Totals	0.00	180,000.00
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Date	No.	Interest	Principal	Balance
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1/2028	301	0.00	15,000.00	885,000.00
2/2028	302	0.00	15,000.00	870,000.00

3/2028	303	0.00	15,000.00	855,000.00
4/2028	304	0.00	15,000.00	840,000.00
5/2028	305	0.00	15,000.00	825,000.00
6/2028	306	0.00	15,000.00	810,000.00
7/2028	307	0.00	15,000.00	795,000.00
8/2028	308	0.00	15,000.00	780,000.00
9/2028	309	0.00	15,000.00	765,000.00
10/2028	310	0.00	15,000.00	750,000.00
11/2028	311	0.00	15,000.00	735,000.00
12/2028	312	0.00	15,000.00	720,000.00
2028 Totals		0.00	180,000.00	

Date	No.	Interest	Principal	Balance
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1/2029	313	0.00	15,000.00	705,000.00
2/2029	314	0.00	15,000.00	690,000.00
3/2029	315	0.00	15,000.00	675,000.00
4/2029	316	0.00	15,000.00	660,000.00
5/2029	317	0.00	15,000.00	645,000.00
6/2029	318	0.00	15,000.00	630,000.00
7/2029	319	0.00	15,000.00	615,000.00
8/2029	320	0.00	15,000.00	600,000.00
9/2029	321	0.00	15,000.00	585,000.00
10/2029	322	0.00	15,000.00	570,000.00
11/2029	323	0.00	15,000.00	555,000.00
12/2029	324	0.00	15,000.00	540,000.00
2029 Totals		0.00	180,000.00	

Date	No.	Interest	Principal	Balance
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1/2030	325	0.00	15,000.00	525,000.00
2/2030	326	0.00	15,000.00	510,000.00
3/2030	327	0.00	15,000.00	495,000.00
4/2030	328	0.00	15,000.00	480,000.00
5/2030	329	0.00	15,000.00	465,000.00
6/2030	330	0.00	15,000.00	450,000.00
7/2030	331	0.00	15,000.00	435,000.00
8/2030	332	0.00	15,000.00	420,000.00
9/2030	333	0.00	15,000.00	405,000.00
10/2030	334	0.00	15,000.00	390,000.00
11/2030	335	0.00	15,000.00	375,000.00
12/2030	336	0.00	15,000.00	360,000.00
2030 Totals		0.00	180,000.00	

Date	No.	Interest	Principal	Balance
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1/2031	337	0.00	15,000.00	345,000.00
2/2031	338	0.00	15,000.00	330,000.00
3/2031	339	0.00	15,000.00	315,000.00
4/2031	340	0.00	15,000.00	300,000.00
5/2031	341	0.00	15,000.00	285,000.00
6/2031	342	0.00	15,000.00	270,000.00
7/2031	343	0.00	15,000.00	255,000.00
8/2031	344	0.00	15,000.00	240,000.00
9/2031	345	0.00	15,000.00	225,000.00
10/2031	346	0.00	15,000.00	210,000.00
11/2031	347	0.00	15,000.00	195,000.00
12/2031	348	0.00	15,000.00	180,000.00
2031 Totals		0.00	180,000.00	

Date	No.	Interest	Principal	Balance
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1/2032	349	0.00	15,000.00	165,000.00
2/2032	350	0.00	15,000.00	150,000.00
3/2032	351	0.00	15,000.00	135,000.00
4/2032	352	0.00	15,000.00	120,000.00
5/2032	353	0.00	15,000.00	105,000.00
6/2032	354	0.00	15,000.00	90,000.00
7/2032	355	0.00	15,000.00	75,000.00
8/2032	356	0.00	15,000.00	60,000.00
9/2032	357	0.00	15,000.00	45,000.00
10/2032	358	0.00	15,000.00	30,000.00
11/2032	359	0.00	15,000.00	15,000.00
12/2032	360	0.00	15,000.00	0.00
2032 Totals		0.00	180,000.00	

Grand Totals	0.00	5,400,000.00	
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5384 002990

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE  
DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND  
UNENFORCEABLE UNDER FEDERAL LAW  
(THE STATE OF TEXAS) (COUNTY OF COLLIN)  
I hereby certify that this instrument was FILED in the File Number Sequence on the date  
and the time stamped hereon by me, and was duly RECORDED, in the Official Public  
Records of Real Property of Collin County, Texas on

MAR 27 2003

Brenda Taylor



Filed for Record in:  
Collin County, McKinney TX  
Honorable Brenda Taylor  
Collin County Clerk

On Mar 27 2003  
At 12:02pm

Doc/Num : 2003- 0054957

Recording/Type:LS 59.00  
Receipt #: 11687