

DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
COLLIN COUNTY RADIO CONTROL AIRFIELD, BRATONIA PARK
LAVON LAKE
COLLIN COUNTY, TEXAS

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas**, hereinafter referred to as the Lessee.

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **EXHIBITS A - MAP, and B – LEGAL DESCRIPTION**, attached hereto and made a part hereof, hereinafter referred to as the Premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said Premises are hereby leased for a term of **twenty-five (25) years**, beginning **August 1, 2020** and ending **July 31, 2045**.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the Premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this lease shall be addressed, if to the Lessee, to **Collin County Special Projects, 4690 Community Avenue, Suite 200, McKinney, Texas 75071**; and if to the United States, to the Real

Estate Contracting Officer, 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 "Lessee" shall include any sub-lessees, assignees, transferees, successors and their duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as **EXHIBIT C** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sub-lessees. No later than **December 15th** of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Real Estate Contracting Officer. Such annual Plan shall include but is not limited to the following:

- a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sub-lessees.
- b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.
- c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.
- d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased Premises.
- e. Budget of the Lessee for carrying out all activities for the upcoming year.
- f. Personnel to be used in the management of the leased Premises.
- g. Annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with

Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

h. The use and occupation of the Premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer. During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the existing project Master Plan affecting the Premises and the Lessee may provide comments.

6. STRUCTURE AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the Premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**. However, no structures may be erected or altered upon the Premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the Real Estate Contracting Officer. The Real Estate Contracting Officer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the Premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disability Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is leased without any representations or

warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

b. As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by the Real Estate Contracting Officer and the Lessee to reflect the condition of said property and improvements. A copy of said report is attached hereto as **EXHIBIT D** and made a part hereof. Upon the expiration, revocation or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such property must be either replaced or restored to the condition required by the condition on **PROTECTION OF PROPERTY**.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the Real Estate Contracting Officer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the Real Estate Contracting Officer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the Real Estate Contracting Officer, the Lessee shall neither transfer nor assign this lease nor sublet the Premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the Premises. The Lessee will not subdivide nor develop the Premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the Premises or any facilities, however, no user fees may be charged by the Lessee or its sub-

lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the Premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the Premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the Real Estate Contracting Officer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the Real Estate Contracting Officer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The Real Estate Contracting Officer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Real Estate Contracting Officer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease 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 Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Real Estate Contracting Officer, or at the election of the Real Estate Contracting Officer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Real Estate Contracting Officer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the Premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Real Estate Contracting Officer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$250,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Real Estate Contracting Officer a copy of the policy or policies, or, if acceptable to the Real Estate Contracting Officer, certificates of insurance evidencing the purchase of such insurance. The Real Estate Contracting Officer shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the Real Estate Contracting Officer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the Real Estate Contracting Officer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The Real Estate Contracting Officer may require closure of any or all of the Premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the Premises, remove the property of the Lessee, and restore the

Premises to a condition satisfactory to the Real Estate Contracting Officer. If, however, this lease is revoked, the Lessee shall vacate the Premises, remove said property therefrom, and restore the Premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the Premises, then, at the option of the Real Estate Contracting Officer, said property shall either become the property of the United States without compensation therefor, or the Real Estate Contracting 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 Lessee 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 lease in restoring the Premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased Premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee 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.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees and assignees.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Real Estate Contracting Officer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the Real Estate Contracting Officer.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the Real Estate Contracting Officer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the Premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the Premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the Real Estate Contracting Officer in the manner prescribed in the Condition on **NOTICES**.

22. HEALTH AND SAFETY

a. The Lessee shall keep the Premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the Premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the Real Estate Contracting Officer, upon discovery of any hazardous conditions on the Premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the Premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the Real Estate Contracting Officer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sub-

lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the Premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the Premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the Premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the Real Estate Contracting Officer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the Premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 1701-1709) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c.

(1) A Claim by the Lessee shall be made in writing and submitted to the Real Estate Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Real Estate Contracting Officer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that—

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by –

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the Real Estate Contracting Officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the Real Estate Contracting Officer

must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The Real Estate Contracting Officer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the Real Estate Contracting Officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Real Estate Contracting Officer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Real Estate Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the Real Estate Contracting Officer.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly 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 leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee 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 Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

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

28. PHASE I ENVIRONMENTAL SITE ASSESSMENT

A Phase I Environmental Site Assessment (ESA), documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **EXHIBIT E**. Upon expiration, revocation or relinquishment of this lease another ESA shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

29. HISTORIC PRESERVATION

The Lessee 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 Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain in a manner satisfactory to the Real Estate Contracting Officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the Premises. Any soil erosion occurring outside the Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Real Estate Contracting Officer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites, said system to be acceptable to the Real Estate Contracting Officer.

b. Occupying any lands, buildings, vessels or other facilities within the Premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees, residing on the Premises, for security purposes, if authorized by the Real Estate Contracting Officer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

35. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease 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 Section 403), and Section 404 of the Clean Waters Act (33 USC Section 1344), Section 408 (33 U.S.C. § 408) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

36. DETERMINATION REGARDING EXECUTIVE ORDER 13658

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of labor in 29 CFR Part 10 pursuant to the Executive Order, and the following provisions.

a. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor’s annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Orders beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

b. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

c. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR Part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR Part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

d. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

e. Nothing herein shall relieve the contractor of any obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

f. Payroll Records.

(1) The contractor shall make and maintain for three years of records containing the information specified in paragraphs f(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representative of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR Part 10 and this contract, and in the cause of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representative of the Wage and Hour Division to conduct investigation, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulation; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

g. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

h. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by

virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee received at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR Part 10, or has testified or is about to testify in any such proceeding.

k. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 10. Disputes within the

meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

I. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

m. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

37. DETERMINATION REGARDING EXECUTIVE ORDER 13706

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any

subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any and/or benefits denied or lost be reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wages or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classifications(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time they asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use their paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirement, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirement of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representative of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person of firm who has an interest in the contractor's firm is a person of firm ineligible to be awarded Government contracts by

virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification of other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13;

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees

electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

38. ADDED CONDITIONS

a. BACKGROUND INVESTIGATIONS: Prior to the assignment of any sublease, the Lessee shall be required to perform background investigations of any prospective sublessees and submit the findings to the U.S. Army Corps of Engineers for approval. Persons who have been convicted of a violent crime, sexual crime, arson, crime with a weapon, sale or intent to distribute illegal drugs, are an organized crime figure, or an illegal alien may not be approved as a sublessee. The required background investigations (below) must be conducted and the associated results provided with any sublease agreement approval request. A short description of the required background investigations are below:

1. Nationwide Background Checks. There are many private companies that conduct pre-employment criminal background checks for employers. This type of check requires the full name of the applicant and residential address. In some locations a signed release is also required from the applicant.

2. U.S. Citizen Verification. The Department of Homeland Security has a program that employers can participate in, at no cost, which allows them to conduct a social security verification and immigration check on an individual. To register for the program, contact the Department of Homeland Security Systematic Alien Verification for Entitlements Program (SAVE) at <https://www.uscis.gov/save> or call 1-888-464-4210.

b. Lessee shall manage the lease Premises in accordance with the Collin County Development Plan, **EXHIBIT C**.

c. All construction activities proposed on the lease Premises shall be coordinated with the Lavon Lake Project Office, 972-442-3141, prior to beginning work.

d. Lessee shall submit the executed Sublease Agreement with the Richardson Radio Control Club thirty (30) days' from the acceptance date of this lease.

e. Time limitations for camping, including but not limited to transient trailers or recreational vehicles, shall follow current policy guidance.

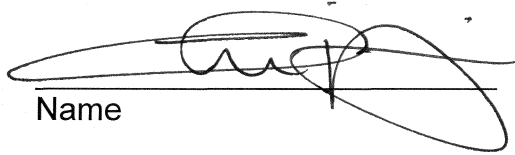
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IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, 2020.

Rocky D. Lee
District Chief, Real Estate Division
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this 16 day of DECEMBER, 2020.

**Collin County, Texas, a political
subdivision of the State of Texas**

A handwritten signature in black ink, appearing to be 'Rocky D. Lee', written over a horizontal line.

Name

COUNTY JUDGE

Title

CERTIFICATE OF AUTHORITY

I, Bill Bilyeu, certify that I am the County Administrator of **Collin County**, named as the Lessee herein; and that Chris Hill, who signed the foregoing instrument on behalf of the Lessee, was then County Judge of **Collin County**. I further certify that the said officer was acting within the scope of powers delegated to this governing body of the Lessee in executing said instrument.

Collin County

1/5/21
Date

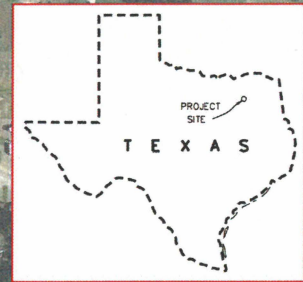
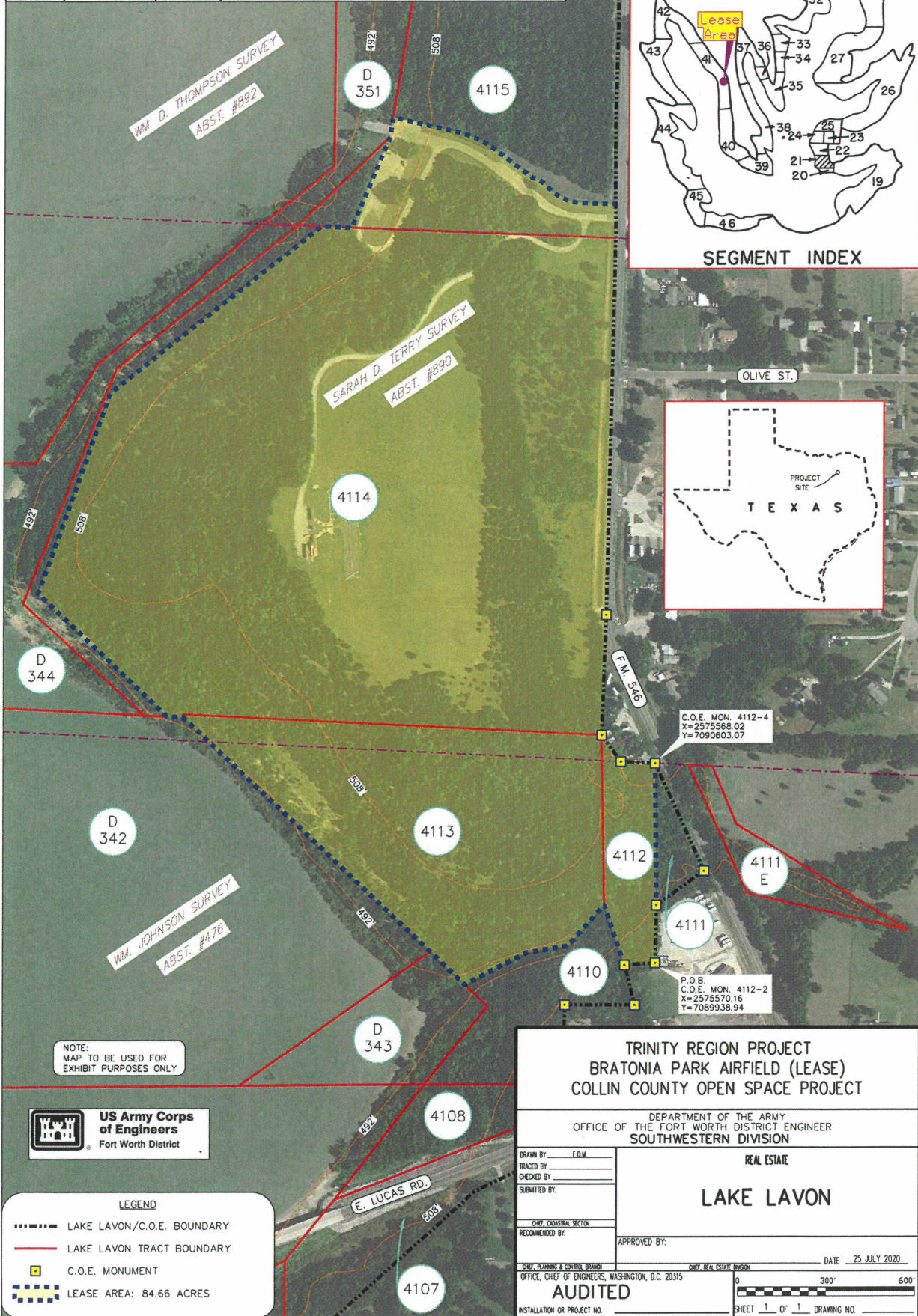
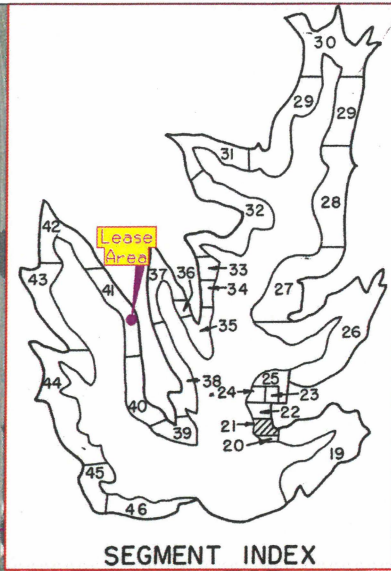
Bill Bilyeu
Authorized Representative
County Administrator
Title

AFFIX COMPANY SEAL

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.

TRACT REGISTER

TRACT	LANDOWNER	ACREAGE		REMARKS
			FEE	
4112	-----	2.72		DEED DATED 29 MARCH 1971, VOL. 784, PAGE 418, D.R.C.C.T.
4113	-----	18.45		C.A. 1935 D/T FILED 25 NOVEMBER 1970
4114	-----	61.50		DEED DATED 2 JANUARY 1971, VOL. 774, PAGE 430, D.R.C.C.T.
4115	-----	41.59		C.A. 1900 D/T FILED 1 JULY 1970



TRINITY REGION PROJECT
BRATONIA PARK AIRFIELD (LEASE)
COLLIN COUNTY OPEN SPACE PROJECT

DEPARTMENT OF THE ARMY
OFFICE OF THE FORT WORTH DISTRICT ENGINEER
SOUTHWESTERN DIVISION

REAL ESTATE

LAKE LAVON

APPROVED BY: _____ DATE 25 JULY 2020

0 300' 600'

AUDITED

SHEET 1 OF 1 DRAWING NO. _____

LAKE LAVON RESERVOIR
TRINITY REGION PROJECT
PARK LEASE

Grantee: Collin County

Acres: 84.66

A DESCRIPTION OF 84.66 ACRES OF LAND SITUATED IN THE WILLIAM JOHNSON SURVEY, ABSTRACT NO. 476, SARAH D. TERRY SURVEY, ABSTRACT NO. 890, WILLIAM D. THOMPSON SURVEY, ABSTRACT NO. 892, ALL IN COLLIN COUNTY, TEXAS; SAID PARCEL ALSO BEING A PORTION OF THAT CERTAIN CALLED 18.45 ACRE TRACT OF LAND AWARDED TO THE UNITED STATES OF AMERICA (CALLED LAKE LAVON TRACT NO. 4113) RECORDED IN CIVIL ACTION 1935 FILED 25 NOVEMBER 1970 IN THE DISTRICT COURT OF THE U.S. FOR THE EASTERN DISTRICT OF TEXAS, SHERMAN DIVISION, BEING A PORTION OF THAT CERTAIN CALLED 41.59 ACRE TRACT OF LAND AWARDED TO THE UNITED STATES OF AMERICA (CALLED LAKE LAVON TRACT NO. 4115) RECORDED IN CIVIL ACTION 1900 FILED 1 JULY 1970 IN THE DISTRICT COURT OF THE U.S. FOR THE EASTERN DISTRICT OF TEXAS, SHERMAN DIVISION, BEING A PORTION OF THAT CERTAIN CALLED 2.72 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO THE UNITED STATES OF AMERICA (CALLED LAKE LAVON TRACT NO. 4112) AS RECORDED IN VOLUME 784, PAGE 418 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 61.50 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO THE UNITED STATES OF AMERICA (CALLED LAKE LAVON TRACT NO. 4114) AS RECORDED IN VOLUME 774, PAGE 430 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS SAID LEASE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at C.O.E. monument 4112-2, located at the southeastern-most corner of herein described (Texas State Plane Coordinates, North Central Zone, NAD 83, Northing: 2575570.16, Easting: 7089938.94);

THENCE South $86^{\circ}06'26''$ West following along the southern border of said tract 4112 and herein described lease a distance of 101.52 feet to C.O.E. monument 4112-1, positioned on the eastern border of Lake Lavon tract 4110;

THENCE North $18^{\circ}51'20''$ West charting along said southern border of described lease and the east-west borders of said tracts 4110 and 4112, respectively, a distance of 211.94 feet to the southeast corner of Lake Lavon tract No. 4113, situated on the northern border of said tract 4110;

THENCE plotting along the north-south borders of tracts 4110 and 4113, respectively, same being the southern border of herein described, the following (3) three courses:

- 1) South 41 degrees 04 minutes 07 seconds West a distance of 181.09 feet;
- 2) South 80 degrees 45 minutes 34 seconds West a distance of 140.09 feet;

3) South 63 degrees 00 minutes 20 seconds West a distance of 234.24 feet to the east-west boundaries of Lake Lavon tracts D-343 and 4113, situated on the western border of described lease;

THENCE North 46°33'00" West following along said east-west boundaries a distance of 159.67 feet to the northern-most corner of said tract D-343, same being the eastern-most corner of Lake Lavon tract D-342;

THENCE continuing along said course and western borders of said tract 4113 and described lease, same being the eastern border of said tract D-342 a distance of 1132.58 feet to the southern border of Lake Lavon tract 4114, same being the northeast corner of said tract D-342;

THENCE North 87 degrees 09 minutes 00 seconds West respectively plotting along the north-south boundaries of said tracts D-342 and 4114 a distance of 54.13 feet, positioned on the western border of described lease and said tract 4114;

THENCE departing said north-south boundaries, charting along the western border of herein described lease, over and across Lake Lavon Tract 4114, the following (3) three courses:

- 1) North 46 degrees 35 minutes 00 seconds West a distance of 595.54 feet;
- 2) North 19 degrees 40 minutes 00 seconds East a distance of 707.49 feet;
- 3) North 51 degrees 38 minutes 00 seconds East a distance of 893.53 feet to the north-south boundaries of Lake Lavon tracts 4114 and 4115, respectively;

THENCE South 87°44'00" East following along said north-south boundaries a distance of 101.31 feet to a corner thereof;

THENCE North 22°51'49" East over and across said tract 4115, continuing along said western border of herein described lease a distance of 324.79 feet to a corner situated on the southern border of an unknown right-of-way located on the east-west boundaries of Lake Lavon tracts D-351 and 4115, respectively;

THENCE North 09°10'42" East charting along said east-west boundaries, over and across said right-of-way a distance of 66.73 feet to the northwest corner of said lease and the northern border of said right-of-way;

THENCE plotting along said northern border, over and across said tract 4115, the following (10) ten courses:

- 1) South 77 degrees 08 minutes 33 seconds East a distance of 218.94 feet to a tangent curve to the right;
- 2) 144.99 feet with the arc of said curve having a radius of 345.90 feet to a point of tangency;

- 3) South 53 degrees 07 minutes 34 seconds East a distance of 153.78 feet;
- 4) South 77 degrees 20 minutes 10 seconds East a distance of 2.11 feet to a tangent curve to the right;
- 5) 46.56 feet with the arc of said curve having a radius of 85.90 feet to a point of tangency;
- 6) South 46 degrees 16 minutes 49 seconds East a distance of 21.91 feet to a tangent curve to the left;
- 7) 56.79 feet with the arc of said curve having a radius of 154.10 feet to a point of tangency;
- 8) South 67 degrees 23 minutes 43 seconds East a distance of 6.37 feet to a tangent curve to the left;
- 9) 55.44 feet with the arc of said curve having a radius of 154.10 feet to a point of tangency;
- 10) South 88 degrees 00 minutes 28 seconds East a distance of 112.66 feet to the west right-of way of F.M. 546, situated at the northeast corner of herein described lease;

THENCE charting along said western right-of-way of F.M. 546, respectively following along the eastern borders of Lake Lavon tracts 4115 and 4114, same being the eastern border of herein described the following (2) two courses:

- 1) South 00 degrees 19 minutes 31 seconds East a distance of 112.24 feet to the southeast corner of Lake Lavon tract 4115;
- 2) South 01 degrees 15 minutes 02 seconds West a distance of 1252.74 feet to C.O.E. monument 4114-1;

THENCE South 02 degrees 01 minutes 56 seconds West, departing said western right-of-way of F.M. 546, following along the eastern borders of Lake Lavon tract 4114 and herein described lease a distance of 401.11 feet to C.O.E. monument 4112-6, said point being positioned at the southeast corner of said tract 4114, the northeast corner of Lake Lavon tract 4113 and the northwest corner of Lake Lavon tract 4112;

THENCE plotting along the northern border of Lake Lavon tract 4112 and continuing along said eastern border of herein described lease the following (2) two courses:

- 1) South 36 degrees 15 minutes 01 seconds East a distance of 109.17 feet to C.O.E. monument 4112-5;

2) South 87 degrees 13 minutes 51 seconds East a distance of 113.05 feet to C.O.E. monument 4112-4, positioned at the northeast corner of said tract 4112 and the northwest corner of Lake Lavon tract 4111;

THENCE South 00 degrees 38 minutes 47 seconds East, respectively charting along the east-west boundaries of Lake Lavon tracts 4112 and 4111, continuing along said eastern border of herein described lease a distance of 471.50 feet to C.O.E. monument 4114-3, positioned at the southern-most corner of Lake Lavon tract 4111;

THENCE South 00 degrees 56 minutes 44 seconds West, continuing along the eastern borders of said tract 4112 and herein described lease a distance of 192.69 feet to the **POINT OF BEGINNING**, containing a calculated 84.66 acres of land more or less.

This product was calculated from CADD systems software prepared by the U.S. Army Corps of Engineers utilizing spatial reference from various data sources. Data and product accuracy may vary. They may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc... Using CADD products for purposes other than those for which they were created may yield inaccurate or misleading results. The Corps of Engineers makes no guarantees to the accuracy of this legal description.

LAKE LAVON RESERVOIR
TRINITY REGION PROJECT
COLLIN COUNTY PARK LEASE
(ACREAGE BY TRACT BREAKDOWN)

TRACT #	FEE ACREAGE	TOTAL FEE ACREAGE: 84.66
4112	2.72 (ALL)	
4113	18.45 (ALL)	
4114	59.39 (ALL)	
4115	4.10 (ALL)	

BRATONIA PARK ON LAKE LAVON
REMOTE CONTROL FLYING FIELD
DEVELOPMENT PLAN, 2019 – 2024
Collin County Parks and Open Space

I. Project Narrative

- A. Site Location: The airfield is located at Bratonia Park on Lake Lavon, and consists of Tracts 4112, 4113, 4114, and 4115, south of the existing park road (approximately 85 acres). The facility address is known as: 6540 FM Highway 546, Princeton, Texas 75407, (33.107356, -96.521099). The Park includes an access road, entry gate, security fencing, parking, spectator area, pits, runway, overfly area, and safety zone.
- B. Operations and Administration: Collin County will seek to renew a 25-year lease for use of the site from the Army Corps of Engineers. Collin County will contract with Richardson Radio Control Club (RRCC) for operation, management, and improvements of the airfield. Funding for club improvements will be provided by club membership fees, income from special organized events, and donated materials.
- C. Bratonia Park Airfield will be open for use by RRCC club members, as well as members of associated clubs. Membership in the RRCC is open to the public. The flying field will also be open to the general public for observation of informal and special events.
- D. Standards: for insurance purposes, all flyers must be members of Aeronautical Modelers Association (AMA). Flying privileges will be denied to anyone who disregards the posted safety rules and procedures. Park visitors will be welcome during open hours, but for their own safety, must also observe all safety rules (see Exhibit C, Safety Rules and Membership Application). RRCC will be limited to model airplanes and boats no larger than one-quarter (1/4) scale.

II. Development Plan 2019 – 2024

The RRCC has developed a Five Year Master Plan (2019 – 2024). Collin County approves of their five year master plan. See plan attached.



Richardson Radio Control Club 5 Year Master Plan

Planned Developments for Bratonia Park RC Flying Field in Partnership with the United States Army Corp of Engineers and the Collin County Parks Board.

Plan Effective Dates: 2019 to 2024

Plan Submission to USACE, August 6, 2019

Plan Submission to CC Parks, August 6, 2019

Plan Revision #: 003

Plan Revision Date: August 6, 2019





Richardson Radio Control Club 5 Year Master Plan

Summary:

The Richardson Radio Control Club, votes each year on capital improvement projects that the majority of club members would like to see implemented if funding is available. This document addresses those goals as a club to improve and maintain the RC Flying field at Bratonia Park, on Lavon Lake, Collin County Texas as Lessee of said property.

This document shall serve as our guide to planning and implementing improvements maintaining the leased property. This document is subject to change and or revision and should be updated yearly and submitted to the USACE and the Collin County Parks Board.

About Richardson Radio Control Club

AMA Gold Leader Club

AMA Award of Excellence

AMA chartered in 1966, we are a Club of 140 plus members who fly powered fixed wing, sail plane, and rotary wing aircraft. Our activities include major weekend fun fly events, training, scale model, big bird, and night flying and our most popular individual sport flying, seven days a week. In 2019 we launched a youth RC plane build project with the McKinney High School aviation program. Kicked off a national Experimental Aircraft Association Young Eagles youth build program with local EAA chapter #1264 based at McKinney National Airport.

With 350' by 50' parallel asphalt and grass runways on 5 acres on Lake Lavon in Princeton, we have shaded spectator pavilions, aircraft/helicopter safe starting areas, picnic tables and plenty of parking.

About the Academy of Model Aeronautics (AMA)

Founded in 1936, the nonprofit Academy of Model Aeronautics is the world's largest model aviation association, representing a membership of more than 190,000 for the purpose of promotion, development, education, advancement, and safeguarding of modeling activities.

Academy of Model Aeronautics is the voice of its membership, providing liaison with the Federal Aviation Administration, the Federal Communications Commission and other government agencies. Academy of Model Aeronautics also works with local governments, zoning boards, and parks departments to promote the interests of local chartered clubs.

Academy of Model Aeronautics seeks to introduce young men and women to the art and craft of aeromodeling. Through an active educational outreach program, Academy of Model Aeronautics supports teachers and community-based organizations who wish to infuse topics in math, science and technology with aviation activities. In addition, each year Academy of Model



Richardson Radio Control Club 5 Year Master Plan

Aeronautics presents Charles H. Grant Scholarships to exceptional students who are active in their community and in aeromodeling.

Since 1970 the Academy of Model Aeronautics has awarded in excess of \$1 million dollars in scholarships to hundreds of students to study aerospace design and engineering and other aviation related fields.

For more information on Academy of Model Aeronautics visit www.modelaircraft.org

About AMA District VIII

Academy of Model Aeronautics - District VIII

District VIII is comprised of member clubs located in the states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas.

OUR MISSION

To promote the friendly exchange of information and experience between model aviation modelers and to develop model aviation as a recognized sport and a worthwhile recreational activity. Continue to expand programs with McKinney Aviation Academy and Experimental Aircraft Association supporting youth who have expressed an interest in aviation industry.

District VIII Contact

Lawrence Harville, District VIII Vice President
districtVIIIVP@modelaircraft.org

Master Plan Goals and Objectives:

These projects would be considered when funds are available to complete them and the club has prioritized accordingly. Financially considerations for each project will be discussed below. This includes planning for the upcoming long term 2019 lease renewal. The plan is subject to change and or revision, as situations, priorities or other variables may impact the plan. Cost estimates are based on preliminary discussions with various experts within the club. These costs are not actual budget numbers but only estimates for planning.

Utility Service:

Current facilities are primitive with no water or electrical services available for use by the lessee or park attendees. It is the goal of the club, to bring Water Service and Electrical Service to the RC Flying Field facilities. These two items would allow the club to implement other desired



Richardson Radio Control Club 5 Year Master Plan

projects, including installation of a video security system, and additional services for members and guests such as Wi-Fi and food preparation, and allow expansion of club events to include possible camping and RV hookup facilities for multi-day events.

Electrical Service:

Bring Electrical Service to the site.

Financial Impact: Currently being studied by club executives, do expect installation of electrical service to be in excess of \$15,000.

Water Service:

Bring public potable water service to site.

Financial Impact: Received estimates \$16,000 plus additional expense to tap into main water line, which could be an additional \$10,000 or more. We will form a project team in 2020 to scope out project requirements. RRCC club will be seeking grant income to help offset significant investment in Bratonia park.

Phase 2 Impound Area Improvements

The impound area is the center pavilion structure at the RC Flying field. It holds required AMA Frequency Coordination and Radio Impound areas. It is also used as a centralized registration area for club events. Some Club equipment is also stored in this area, as well as a First Aid Station and Public Club information including contact information and the club Flying Site Rules as required by the AMA.

Two Tier Counter

Goal is to build a two tier counter for a registration desk for club events. This would allow for a secure, smooth surface for writing and displaying important information during club events. This would also allow for a seated area for club volunteers working the registration during club events.



Richardson Radio Control Club 5 Year Master Plan



4' Roof Extension

Goal is to extend the east side roof line by 4 feet out in an eastward direction to provide a weather sheltered area for the registration desk.

Financial Impact for Impound Area improvements:

Estimated \$1,500

Roof Extension between Impound North and South Pavilion

Goal is to provide 500 ft of shade for aircraft assembly and visitor handicapped accessibility comfort. Would also include re-roofing existing covered areas for consistent look.



Richardson Radio Control Club 5 Year Master Plan



Financial Impact for Roof/Covering:

Estimated \$5,000.

40' x 350' Grass Runway

RRCC club has developed a grass runway adjacent to the asphalt runway on the eastern side, using a 2" cushion of sand/soil and a planting of drought resistant Bermudagrass.



Richardson Radio Control Club 5 Year Master Plan



Executive team is putting together project team to investigate hiring a professional lawn and turf company to level, and re-seed current grass runway, creating a world class smooth top grass runway in North Texas.

Financial Impact for Grass Runway:

Estimated \$7,500



Richardson Radio Control Club 5 Year Master Plan Implementation:

Funding:

Richardson Radio Control Club plans to implement these projects as funds are available to implement them. Impacts on funding include:

1. Membership Growth
2. Fundraising Efforts through calendar year
3. Donations to club
4. AMA Flying Site Assistance grants
5. Existing Maintenance costs
6. Lease Renewal

Execution:

If funding is available, and club votes to execute an item from this master plan, then a submission will be made to the USACE and the Collin County Parks Board, for approvals of said items with drawings, materials and any other required information for approval process.

Site Maintenance:

Maintenance to the site is vital to keeping it usable to members and guests of the Richardson Radio Control club. We depend on volunteers from club membership throughout the year to keep the site maintained. The club has also invested in medium to heavy duty equipment to maintain the site and keep it in excellent condition. We are also good stewards of the public land in keeping trash and debris from piling up or polluting the area.

The Site is maintained with but not limited to the following activities, including significant monetary and volunteer investment by the club:

1. Mowing
 - a. Tractor/Bush Hog and Finish Mowing open space
 - b. Infield and pavilion and parking areas with Zero Turn Mower
Trimming along asphalt and concrete areas and around structures
2. Sanitary Lavatory
 - a. Monthly rental and weekly cleanup of Port a Pottie
3. Debris and Trash Removal
 - a. Local refuse company removing trash and debris as necessary
4. Driveway Maintenance
 - a. As needed gravel replacement annually
 - b. Graded with Tractor/Blade attachment



Richardson Radio Control Club 5 Year Master Plan

5. Asphalt Runway Maintenance
 - a. Hired asphalt company to maintain and repair asphalt runway annually. Ensuring long term stability, and use for many years

6. Life Safety
 - a. Maintained Fire Suppression equipment
 - b. First Aid Kit
 - c. Strong relationship with Branch Volunteer Fire Department

Master Plan Effective Dates: 2019 to 2024

This plan shall serve as the master plan for RRCC, with any revisions, updates, or addendums as the guide for the use of the RC Flying field site at Bratonia Park in Collin County Texas for the years of 2019 to the year 2024. An updated master plan will be considered in 2024 to reflect the use and needs of RRCC at that time.

The Master plan does not bind RRCC or any of its members to execution of any item mentioned in this plan. This Plan is a guide to help RRCC plan its resources and financial abilities that apply to the RC Flying field at Bratonia Park and assist our partners with the United States Army Corp Engineers and the Collin County Parks Board in knowing and approving our plans for future use of this facility.

This document will be reviewed yearly by RRCC Executive Officers and updated, revised and refiled appropriately each year until 2024, when a new plan would be issued.

RRCC 2019 Executive Committee

Harold Walsh II, President president@rrcc.org
Gray Fowler, Vice President vicepresident@rrcc.org
Michael Conn, Treasurer treasurer@rrcc.org
Curtis Simmons, Secretary secretary@rrcc.org

JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY

INSTRUCTIONS

1. If considered necessary, use a separate ENG Form 3143a for each room surveyed.

2. Additional sheets may be attached for physical characteristics of land and buildings: exterior

and interior details of buildings; service facilities; inventory of machinery and equipment; miscellaneous items and general remarks not otherwise covered in section II of this form or on ENG Form 3143a.

ADDED INSTRUCTIONS (Overprint, if desired)

SECTION I - PROPERTY DATA AND CONDITION AGREEMENT

DATE OF SURVEY	LEASE NO.	LEASE COMMENCEMENT DATE	DATE POSSESSION TAKEN
Dec. 20, 1993			

ACTIVITY	TOTAL LEASED BUILDING AREA (Square feet)
Lavon Lake	

DESCRIPTION AND LOCATION OF PROPERTY Bartonia Park, Lavon Lake, Texas

3665 lin. feet Four (4) strand Barbed wire, metal T-Post fence, good condition
1 Twelve (12) foot metal "Bull" gate

JOINT AGREEMENT ON THE CONDITION OF THE PROPERTY

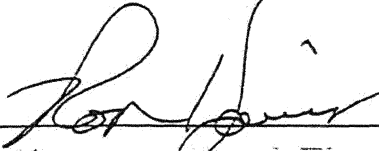
We, the undersigned, jointly made a survey and inspection of the condition of the property mentioned above. We agree that as of the date of survey, the condition of the property is as described herein.

THE CONDITION OF THE EXTERIOR OF THE PROPERTY IS INDICATED ON THE REVERSE SIDE OF THIS FORM. ROOM CONDITIONS ARE INDICATED ON ATTACHED ENG FORM 3143A.

NO. OF ATTACHMENTS

NAME AND SIGNATURE OF OWNER LESSOR/LESSEE
 AGENT

NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE



William F. Key, Park Ranger
Lavon Project Office

ADDRESS
Collin County Texas

ORGANIZATION
U.S. Army Corps of Engineers
Fort Worth District, Ft. Worth, Tx.

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

1. REAL PROPERTY TRANSACTION: The U.S. Army Corps of Engineers proposes to issue Lease No. DACW63-1-20-0604, which will allow Collin County to continue use of approximately 85 acres of land, for public park and recreational purposes, Lavon Lake, Texas. The new lease will become effective August 1, 2020 and expires on July 31, 2045 for a term of 25 years.

a. A COMPREHENSIVE RECORDS SEARCH was conducted which included a review of the following areas:

- 1) Real Estate Division files;
- 2) Real Estate Division maps;
- 3) Lavon Master plan;
- 4) Operations Division files;
- 5) Environmental Review Guide for Operations (ERGO).

b. INTERVIEWS WERE CONDUCTED with the following: The U.S. Army Corps of Engineers Natural Resource Specialist, Mr. Steve Perrin and Collin County Engineering Projects Manager, Mr. Jeff B. Durham on September 13, 2019.

c. A SITE INVESTIGATION was performed by Mr. Perrin on September 13, 2019, which consisted of a visual inspection of the area.

2. STATEMENT OF FINDINGS

a. COMPREHENSIVE RECORDS SEARCH SUMMARY

A complete search of the District files which pertain to the proposed lease area was made as stated in 1.a. above. The records search revealed no other evidence of any hazardous substance being stored, released or disposed of on the property involved. The operating plans and historical records also showed no other evidence of any activity which would have contaminated the property with hazardous substances.

b. SITE INVESTIGATION SUMMARY

A site investigation of the proposed lease area was made as stated in 1.c. above. This visual inspection revealed no unusual odors, stained soils, stressed vegetation, suspicious seepage, manmade land features, unnatural surface features or other evidence that would indicate the presence of hazardous wastes. Based on this inspection it was determined no hazardous substance has been stored, released or disposed of on the property involved. Project personnel have no other knowledge of past activities which might have created a hazardous situation.

Prepared By: RENEE RUSSELL
Realty Specialist
Management and Disposal Branch

Date

Approved By: ROCKY D. LEE
District Chief, Real Estate Division
Real Estate Contracting Officer

Date

**SUBLEASE AGREEMENT
BETWEEN COLLIN COUNTY AND RICHARDSON RADIO CONTROL CLUB
FOR COLLIN COUNTY RADIO CONTROL AIRFIELD, BRATONIA PARK
LAVON LAKE, TEXAS**

This Sublease Agreement (Agreement), a binding Agreement between Collin County (County) and Richardson Radio Control Club, Academy of Model Aeronautics Club #0623 (Club) outlines the Club's obligations and responsibility accordingly.

It is understood that:

1. All operations, development, and management shall be in accordance with Lease No. DACW63-1-20-0604 (Lease) between the U.S. Army Corps of Engineers and the County and this Sublease Agreement between Collin County and the Richardson Radio Control Club. Lease No. DACW63-1-20-0604 Attached.
2. (a) The Club shall be responsible for development and safe operation of the model airplane flying field at Bratonia Park on Lake Lavon. All development and operations shall conform to guidelines and specifications established by the Academy of Model Aeronautics (AMA) for chartered clubs.
(b) This Agreement will be submitted to the U.S. Army Corps of Engineers (Corps) after receipt by the County of the signed Agreement and the information requested in item #4 below.
(c) An Operations Policy shall be submitted by the Club and approved by the County.
(d) Prior to construction of any and all improvements, written plans and/or drawings shall be submitted to the County for approval by the Corps. Site changes must be approved by the County prior to submittal to the Corps. Development is permitted only after approval by the Corps.
3. (a) The Club assumes all risks of loss, injury, or damage and shall take proper care, safety, and health precautions to protect the County, the general public, and the Corps property.
(b) The Club shall obtain and maintain General Liability Insurance coverage for all activities performed on site, naming the County as an Additional Insured. Liability limits shall be no less than \$1 million per occurrence. Insurance carrier should have financial capacity of no less than B+; VII-rating from A.M. Best Company or equivalent.
(c) Special event insurance coverage may be required for special events, at the discretion of the County, and shall name the County as Additional Insured.

4. The Club shall provide to the County an Annual Plan of Work, as outlined in the Lease, on or before April 1, of each year. Copies of Club by-laws, executive officers and membership roster, and AMA insurance coverage shall be on file with the County. Updated information shall be submitted as necessary, but at least on an annual basis.

6. (a) The Club is responsible for approved construction activities, and agrees to hold County and the Corps harmless for incomplete or improper construction of any phase of development. Further, Club agrees to site reconstruction upon termination of this Agreement, according to requirements outlined in the Lease.

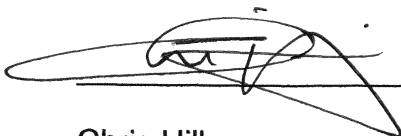
7. (a) Various maintenance activities and services including, but not limited to, mowing, trash pickup and disposal, and special event sanitary facilities shall be provided by the Club, or by contract paid by the Club.

(b) The Club is responsible for maintaining all grounds and improvements, including, but not limited to access road, parking area, pit and visitor/viewing areas, flying field, safety zone, and adjacent lands rendered inaccessible due to field modifications. The Collin County Engineering Department will provide technical support for management of the area.

(c) In the event such services are not being provided, the County will arrange for service and/or completion of needed work which will be billed to the Club.

8. (a) The Agreement will continue in effect so long as all terms and conditions are upheld. Club is charged at all times with full knowledge of all the limitations and requirement of this Lease and the necessity for correction of deficiencies, and with compliance with reasonable requests by the District Engineer. Notices of non-compliance shall follow terms outlined in Condition 21. of the Lease.

(b) This Agreement can be relinquished by either party by giving a minimum sixty (60) day prior written notice to the other party. All improvements become the property of the County.


16 DEC 2020

Chris Hill
County Judge
Collin County

Date



Harold Walsh
President
Richardson RC Club

Date