

**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.

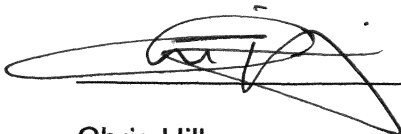
7. (a) Various maintenance activities and services including, but not limited to, mowing, trash pickup and disposal, and special event sanitary facilities shall be provided by the Club, or by contract paid by the Club.

(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