



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:	7/28/14			
Department:	Parks and Recreation			
Department Head	Amy Fortenberry			
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract and Lease by and between Golf Addicks, LLC, a Texas limited liability company, and the City of Plano for the purchase and lease back to seller of approximately 193.79 acres of land including a golf course, club house, maintenance facility and associated structures located at 1700 Country Club Drive in Plano, Collin County, Texas; and authorizing the City Manager or his authorized designee to execute such contract and lease agreement and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,818,236	5,000,000	0	<b>7,818,236</b>
Encumbered/Expended Amount	-2,818,236	-493,906	0	<b>-3,312,142</b>
This Item	0	-3,500,000	0	<b>-3,500,000</b>
<b>BALANCE</b>	0	1,006,094	0	<b>1,006,094</b>
<b>FUND(S):     PARK IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> This item, in the amount of \$3,500,000, will leave a current year balance of \$1,006,094 available for other land acquisitions to add to the City of Plano's park system.</p> <p><b>STRATEGIC PLAN GOAL:</b> Purchasing land for future park development relates to the City's goal of Great Neighborhoods -1st Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Approval of an expenditure of \$3,500,000 for the purchase of approximately 193.79 acres of land on Rowlett Creek (Los Rios Golf Course) located at 1700 Country Club Drive in Plano, Texas. The property includes a golf course, club house, maintenance facility and associated structures. The property is being acquired as a critical link in the regional Rowlett Creek greenbelt corridor as identified in the Six Cities Trail Plan. This acquisition will facilitate future development of a trail planned to go through Garland, Richardson, Plano, Allen, Frisco, and McKinney.</p> <p>The contract includes a lease agreement allowing the current owner to lease back the course from the City for a period of up to 6 years at a cost of \$1.00 per year. This will benefit the City by allowing the property to remain in use and continue to be maintained at no expense to the City until funding is available to develop the property as a public park.</p>				

# CITY OF PLANO COUNCIL AGENDA ITEM

This acquisition is being partially funded by a Collin County Open Space grant in the amount of \$800,000.

Project Location Map:

<http://goo.gl/maps/JRLzq>

List of Supporting Documents:

Location Map

Resolution

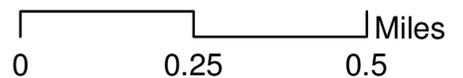
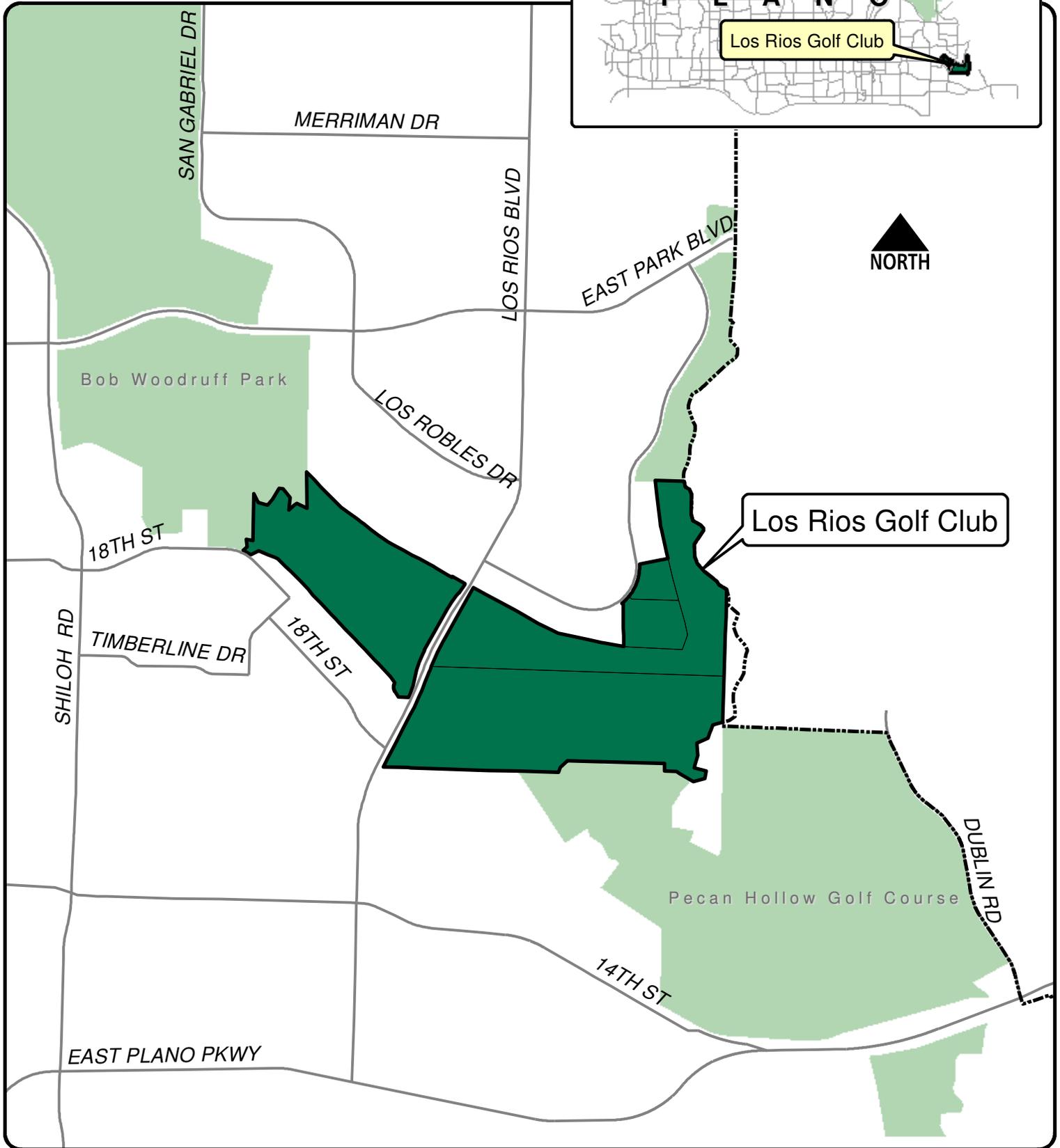
Other Departments, Boards, Commissions or Agencies



# Location Map

## Los Rios Golf Club

1700 Country Club Dr,  
Plano, TX 75074



**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract and Lease by and between Golf Addicks, LLC, a Texas limited liability company, and the City of Plano for the purchase and lease back to seller of approximately 193.79 acres of land including a golf course, club house, maintenance facility and associated structures located at 1700 Country Club Drive in Plano, Collin County, Texas; and authorizing the City Manager or his authorized designee to execute such contract and lease agreement and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Real Estate Contract and Lease by and between the City of Plano and Golf Addicks, LLC, a Texas limited liability company, for the purchase of property located at 1700 Country Club Drive in Plano, Collin County, Texas, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Real Estate Contract”); and

**WHEREAS**, upon full review and consideration of the Real Estate Contract and Lease, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee, shall be authorized to execute it on behalf of the City of Plano.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The terms and conditions of the Real Estate Contract and Lease, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

**Section II.** The City Manager or his authorized designee is hereby authorized to execute the Real Estate Contract and Lease and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Real Estate Contract.

**Section III.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 28<sup>th</sup> day of July, 2014.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

# REAL ESTATE SALES CONTRACT

This contract is entered into as of the effective date as hereinafter defined by and between **GOLF ADDICKS, LLC**, a Texas Limited Liability Company ("Seller"), and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation ("City").

**WHEREAS**, City desires to purchase and Seller desires to sell to City a tract of land in fee simple known as the Los Rios Golf Course located at 1700 Country Club Drive, Plano, Collin County, Texas and more particularly described in Exhibit "A" attached hereto and made a part hereof by reference and being herein referred to as the "Property".

**WHEREAS**, Seller and City have entered into this Real Estate Contract (the "Contract") to provide for the terms and conditions of the sale and purchase of the Property.

**NOW, THEREFORE**, in consideration of the premises and for further consideration of the terms, provisions, and condition hereinafter set forth, Seller and the City have agreed as follows:

1. **Agreement to Convey**

For the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth, Seller has agreed and does hereby agree to sell, grant and convey the Property to City and City has agreed and does hereby agree to purchase the Property from the Seller. The Property shall be conveyed to City together with all and singular the rights and appurtenances pertaining to such Property including, but not limited to, any right, title and interest of Seller in and to easements, adjacent streets, alleys and rights-of-way and together with all improvements, fixtures and buildings located, constructed, or placed thereon. Encompassed in the conveyance shall be permanently installed built in items including but not limited to the following: all appliances, valances, screens, shutters, ceiling fans, awnings, carpeting, attic fans, mail boxes, fencing, heating and air-conditioning units, shrubbery, and landscaping. All references in this Contract to the term "Property" shall include all right, title and interest of Seller to easements, streets, alleys, rights-of-way, improvements, fixtures, and buildings as set forth above. Seller shall retain all golf course operating equipment and supplies which are not fixtures. Seller retained items must be removed from the property prior to the end of the lease term.

2. **Purchase Price**

The purchase price ("Purchase Price") to be paid for the Property shall be **THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000.00)** to be paid by City in a lump sum payment to Seller on the date of Closing as set out in Section 5 below.

3. **Option Period.**

The Option Period shall be for a period of sixty (60) calendar days effective upon the date of authorization by Resolution of the City Council of the City of Plano approving the Contract. This period shall be the City's Inspection and Feasibility study period. The Seller grants the City a right of entry to the property to conduct any studies during this Option Period. Any studies



must be to the satisfaction of the City, in the City's sole opinion. The City may terminate the contract during the option period without recourse by Seller. Seller shall not accept any offer, other than that of the City or its assignee, with respect to the sale of the Property, during the duration of the Option Period. The City, at its sole option, may waive the Option Period or any defects discovered.

**4. Title Commitment, Survey, and Title Insurance**

The City, at its sole cost and expense, shall obtain a title commitment, survey and title insurance covering the Property to be issued by a title company (the "Title Company") selected by City. Buyer to obtain the Title Commitment and Survey within ninety (90) days from the effective date of this Contract, and pay for the Title Policy and Survey at closing. In the event the title has defects, City will notify Seller in writing specifying the defects and Seller shall have thirty (30) days to cure said defects or City may terminate this Contract. City, at its sole option, may waive any defects in writing.

**5. Environmental Assessment and Inspections**

City may conduct any or all of the following during the first sixty (60) days from the effective date of this Contract: engineering, planning, appraisal, environmental assessment, and any other studies deemed appropriate by City for the Property. City will repair any damages caused to the property as the result of such studies. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the use and condition of the Property before Seller's period of ownership to the extent that the information is within Seller's possession or control. These studies must be satisfactory to the City. If the studies are not satisfactory to City (in City's sole opinion) the City may terminate this Contract within the Option Period.

**6. Lease to Seller**

Upon taking possession of the Property pursuant to the terms of this Contract, City shall convey a sixty (60) month lease, with a single twelve (12) month renewal option with no further extensions or holding over, to Seller for use of the Property by separate lease agreement in the form attached hereto as Exhibit "B". The parties shall execute the lease agreement on or before the closing date (the "Closing") pursuant to Section 7 below. Failure of the Seller to execute the lease agreement or early termination of the lease agreement shall not affect title to the Property conveyed pursuant to this Contract.

**7. The Closing**

The closing of this Contract pertaining to the Property shall be consummated at a Closing to be held at the office of the Title Company at such time, date and place that the City chooses. At the Closing, Seller agrees to deliver to City:



(a) An executed Special Warranty Deed (the "Deed") conveying good and indefeasible title in fee simple absolute to the Property and containing covenants of special warranty; said Deed being subject to no mortgages, conditions, restrictions, liens, charges, encumbrances, judgments, exceptions or other matters affecting title except easements, licenses or rights-of-way for public or private utilities or gas lines noted in the Permitted Exceptions.

(b) All releases or other documents or instruments (all in recordable form) necessary to convey title to the Property as required by this Contract.

(c) Such other documents and instruments as may be necessary to evidence the authority of Seller to convey title to the Property.

(d) Possession of the Property upon Closing subject to any leasehold rights of Seller pursuant to an agreement executed by the parties pursuant to Section 4 herein.

**8. Closing Costs and Proration**

Closing costs shall be paid by City. All other expenses incurred by Seller and City with respect to the Closing, including, but not limited to, attorneys' fees incurred in connection with this Contract, shall be borne and paid exclusively by the party incurring same. Ad valorem taxes for the year of closing shall be prorated as of the Closing in accordance with the Texas Tax Code. All delinquent ad valorem taxes, if any, shall be paid by Seller.

**9. Representations and Warranties of Seller**

Seller makes the following representations and warranties to City regarding the Property:

(a) At Closing, there shall be no parties in possession of any portion of the Property as lessees, other than as provided in this Contract, tenants at sufferance or trespassers, and no prescriptive rights will have been acquired in, or have commenced to run against the Property or any portion thereof.

(b) There is no litigation, including pending or threatened claims, or similar proceeding pending against the Property that would affect the Property or any portion thereof.

(c) At and after Closing, no person, firm, partnership, corporation or other entity, other than as provided in this Contract, shall have any right or option to purchase, lease, occupy or use the Property or any part thereof.

(d) At Closing, the consummation of the transactions contemplated herein will not violate or constitute a default under any provision of any contract, agreement, regulation, court order, judgment, decree, law or other document or instrument to which Seller is subject or bound and will not violate any other restrictions or prohibition of any kind or character to which Seller is subject.



(e) Seller is duly authorized and empowered to enter into this Contract and to consummate the transactions contemplated hereunder, and any person executing this Contract on behalf of Seller is duly authorized and empowered to do so.

**10. Disclosures of Seller**

On or before the Closing, Seller shall disclose to City in writing any known defects, damage or hazards on or at the Property. Except as otherwise disclosed as required by this Contract, Seller has no knowledge of the following:

- (a) Any flooding of the Property, other than the portion of the property that is currently located in the flood plain;
- (b) Any environmental hazards or conditions affecting the Property;
- (c) Any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (d) Any wetlands as defined by federal or state law or regulation, affecting the Property;
- (e) Any threatened or endangered species or their habitat affecting the property; or
- (f) Any lead based paint or lead based paint hazards on or at the Property, other than lead based paint that may have been affixed to the building..

**11. Completion or Repairs**

Unless otherwise agreed in writing, Seller shall complete all City required repairs agreed upon by the parties in writing prior to the Closing date. All required permits must be obtained, and repairs must be performed by persons who are licensed or otherwise permitted by law to provide such repairs. At City's election, any transferrable warranties received by Seller with respect to the repairs will be transferred to City at City's expense. If Seller fails to complete any agreed repairs prior to the Closing to the satisfaction of City, City may exercise remedies pursuant to Section 15 herein.

**12. Acknowledgments, Covenants and Agreements of Parties**

Seller acknowledges, covenants and agrees with City as follows:

- (a) City and its agents and representatives shall have full access to the Property at all times prior to Closing, such access to be provided during normal business hours and in a manner not to unreasonably interfere with Seller's business operations.
- (b) No new or additional improvements will be constructed, located or placed on the Property without the prior written consent of City.
- (c) The purchase of the Property does not include any personal property not specifically itemized in this Contract, specifically kitchen equipment will remain the property of the Seller.

(d) During the pendency of this Contract, Seller shall not, without the prior written consent of the City, create, impose or agree to any mortgages, liens, encumbrances, leases (other than as provided in this Contract), tenancies, licenses, memberships, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments or other matters affecting title to the Property.

(e) Seller shall terminate all memberships, including lifetime or otherwise, associated with the Property prior to termination of the Lease Term, so that there will be no entitlement by anyone other than the City to use or occupy the property. Seller shall indemnify and hold harmless the City against any claims, disputes, litigation, or other contested matters regarding the lifetime or other club memberships as provided in Section 13, so long as the City does not operate the Property as a golf course after the Lease Term.

(f) This Contract constitutes a full and final settlement for all compensation due Seller for the Property by the City.

**13. Indemnification and Hold Harmless**

**SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE SELLER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBSELLERS, OR SUB-SUBSELLERS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE SELLER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE SELLERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**SELLER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO**

**OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF SELLER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF SELLER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. SELLER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF SELLER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND SELLER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

**THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR MERGER/DISSOLUTION OF THIS AGREEMENT.**

**14. Casualty Loss**

If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this Contract and before the Closing date, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing date. If Seller fails to do so due to factors beyond Seller's control, City may do the following:

- (a) Terminate this Contract.
- (b) Extend the time for performance and extend the Closing date.
- (c) Accept the Property in its damaged condition with an assignment of the insurance proceeds and receive credit from Seller at Closing in the amount of the deductible under the insurance policy.

Seller's obligations under this section are independent of any other obligations of Seller under this Contract.

**15. Default**

(a) Seller's Default. In the event Seller should fail to consummate this Contract for any reason except City's default, City may, at its option, either enforce specific performance of this Contract or terminate this Contract as its sole and exclusive remedy hereunder. If Seller is unable to deliver title as required by this Contract, City shall have the right, but not the obligation, to take the Property with whatever title Seller can deliver. Nothing herein shall be construed to limit the City's right and power of eminent domain.

(b) City's Default. In the event City shall fail to consummate this Contract for any reason except Seller's default, Seller may, at its option and as its sole and exclusive remedy, terminate this Contract by giving written notice thereof to City.

**16. Non-waiver**



No waiver by either party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the party against which enforcement is sought. No delay or omission in the exercise of any right or remedy accruing to either party upon any breach of this Contract by the other party shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by either party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other or subsequent breach of the same or any other term, covenant or condition herein contained.

**17. Representations Survive Closing**

All covenants, representations, and warranties in this Contract survive Closing. If any representation of Seller in this Contract is untrue on the Closing date, Seller will be in default.

**18. Miscellaneous Provisions**

(a) All median cuts and curb cuts providing access to the Property which exist at the time of execution of this Contract shall continue in full force and effect.

(b) This Contract embodies the complete and entire agreement between the parties hereto relative to the Property and supersedes all prior negotiations, agreements and understanding relating thereto and may not be varied except by written agreement of such parties.

(c) This Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, representatives, administrators and assigns.

(d) This Contract shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas. Venue for any dispute arising out of this agreement shall be Collin County, Texas.

(e) In case any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(f) All notices from one party to the other must be in writing and are effective when received by Certified Mail, U.S. Postal Service to the addresses indicated under the signatures for each party to the Contract below. Changes in address for notice purposes can be provided in writing to the opposite party.

(g) This Contract may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(h) The headings used throughout this Contract have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Contract.



(i) City represents and warrants unto Seller that City has full power and authority to enter into and consummate this Contract.

(j) The effective date of this Contract shall be the last date of signature of any party set forth below.

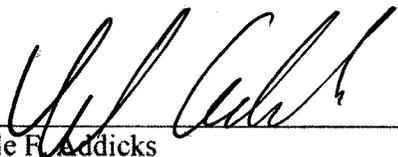
(k) Seller and City each represent to the other that there have been no brokers or real estate commission incurred as a result of this transaction.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the dates shown below their respective signatures.

**SELLER:**

**GOLF ADDICKS, LLC a Texas Limited Liability Company**

Date: 7-7-14

By:   
Lyle F. Addicks  
Manager  
1700 Country Club Drive  
Plano, TX 75074

**CITY:**

**CITY OF PLANO, TEXAS, a Home Rule Municipal Corporation**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
BRUCE D. GLASSCOCK  
City Manager  
1520 Avenue K  
P. O. Box 860358  
Plano, TX 75086-0358

**APPROVED AS TO FORM:**

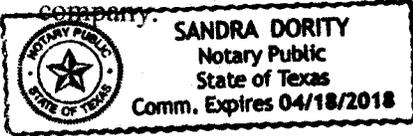
\_\_\_\_\_  
Paige Mims, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the 7 day of July, 2014 by Lyle Addicks, Manager of **GOLF ADDICKS, LLC**, on behalf of said Texas limited liability



*Sandra Dority*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

## Exhibit A

### Legal Description

#### TRACT A

Being a tract of land known as Tract A situated in the James Ledbetter Survey, Abstract No. 545 and the Andrew Piara Survey, Abstract No. 687, Collin County, Texas, and being conveyed to Los Rios Golf Course, L.P., by Deed recorded in Volume 5015, Page 4140, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a PK Nail found for corner in the Southeast right-of-way line of Los Rios Boulevard (variable width right-of-way), said corner also being the Southwestern corner of said Tract A and the beginning of a curve to the right having a delta angle of 00 degrees 06 minutes 10 seconds, a radius of 2051.95 feet with a chord that bears North 26 degrees 11 minutes 27 seconds East, a chord length of 3.68 feet;

THENCE along said Southeast right-of-way line of Los Rios Boulevard and said curve to the right, an arc length of 3.68 feet to a ½ inch iron rod found for corner;

THENCE North 26 degrees 14 minutes 32 seconds East, along said Southeast right-of-way line of Los Rios Boulevard, a distance of 653.79 feet to a ½ inch iron rod found for corner, said corner being the beginning of a curve to the left having a delta angle of 07 degrees 02 minutes 45 seconds, a radius of 3478.64 feet with a chord that bears North 22 degrees 43 minutes 10 seconds East, a chord length of 427.51 feet;

THENCE along said Southeast right-of-way line of Los Rios Boulevard and said curve to the left, an arc length of 427.78 feet to a 5/8 inch iron rod found for corner at the beginning of a reverse curve to the right having a delta angle of 09 degrees 02 minutes 47 seconds, a radius of 3030.18 feet with a chord that bears North 23 degrees 43 minutes 11 seconds East, a chord length of 477.93 feet;

THENCE along said Southeast right-of-way line of Los Rios Boulevard and said reverse curve to the right, an arc length of 478.43 feet to a ½ inch iron rod found for corner;

THENCE North 28 degrees 14 minutes 34 seconds East, along said Southeast right-of-way line of Los Rios Boulevard, a distance of 630.58 feet to a ½ inch iron rod found for corner, said corner being the most Western Northwest corner of said Tract A and being the Southwest corner of Los Rios Addition, Phase 1, an Addition to the City of Plano, according to the map thereof recorded in Volume 11, Page 81, Map Records, Collin County, Texas;

THENCE South 62 degrees 46 minutes 20 seconds East, along the Southwest line of said Los Rios Addition, Phase 1, a distance of 538.09 feet to a ½ inch iron rod found for

corner;

THENCE South 63 degrees 00 minutes 45 seconds East, along said Southwest line of said Los Rios Addition, Phase 1, a distance of 506.86 feet to an "X" cut found for corner;

THENCE South 78 degrees 53 minutes 05 seconds East, along said Southwest line of said Los Rios Addition, Phase 1, a distance of 720.80 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 10 minutes 01 seconds West, a distance of 435.90 feet to a 1/2 inch iron rod found for corner;

THENCE North 58 degrees 23 minutes 50 seconds West, a distance of 41.87 feet to point for corner, said corner lying in the Southeast right-of-way line of Country Club Drive (80 foot right-of-way) and lying in a curve to the left having a delta angle of 57 degrees 51 minutes 35 seconds, a radius of 515.00 feet with a chord that bears North 24 degrees 53 minutes 14 seconds East, a chord length of 498.25 feet;

THENCE along said Southeast right-of-way line of Country Club Drive, an arc length of 520.07 feet to a 1/2 inch iron rod found for corner, said corner being the Southwest corner of Villas of Los Rios, an Addition to the City of Plano, according to the map thereof recorded in Cabinet C, Page 304, Map Records, Collin County, Texas, and lying in the Southeast right-of-way line of San Miguel Drive (50 foot right-of-way);

THENCE North 77 degrees 38 minutes 47 seconds East, along the South line of said Villas of Los Rios, a distance of 309.16 feet to a 5/8 inch iron rod found for corner, said corner being the Southeast corner of said Villas of Los Rios;

THENCE North 12 degrees 21 minutes 13 seconds West, along the East line of said Villas of Los Rios, a distance of 433.85 feet to a 1/2 inch iron rod found for corner;

THENCE North 07 degrees 26 minutes 25 seconds West, along said East line of Villas of Los Rios, a distance of 431.47 feet to a 1/2 inch iron rod found for corner, said corner being the Northeast corner of said Villas of Los Rios and the most Northwestern corner of said Tract A;

THENCE South 89 degrees 54 minutes 10 seconds East, along the North line of said Tract A, a distance of 315.24 feet to a point for corner, said corner lying in the West line of Punjab Estates, an Addition to the City of Plano, according to the map thereof recorded in Cabinet H, Page 590, Map Records, Collin County, Texas;

THENCE South 30 degrees 09 minutes 28 seconds East, along said West line of Punjab Estates, a distance of 178.34 feet to a point for corner;

THENCE South 02 degrees 55 minutes 43 seconds East, along said West line of Punjab



Estates, a distance of 260.20 feet to a point for corner;

THENCE South 57 degrees 29 minutes 03 seconds East, a distance of 161.95 feet to the South corner of said Punjab Estates;

THENCE South 28 degrees 11 minutes 27 seconds West, a distance of 235.87 feet to a point for corner;

THENCE South 10 degrees 44 minutes 53 seconds East, a distance of 187.24 feet to a point for corner, said corner lying in the West line of a tract of land conveyed to Michael H. and Katina K. McWillie, by Deed recorded in Volume 3943, Page 2170, Deed Records, Collin County, Texas;

THENCE South 49 degrees 37 minutes 08 seconds East, along the Southwest line of said McWillie tract, a distance of 394.42 feet to a point for corner, said corner lying in the Northwest corner of a tract of land conveyed to J.M. Clay, Ltd., by Deed recorded in Document No. 95-0010880, Deed Records, Collin County, Texas;

THENCE South 40 degrees 37 minutes 08 seconds East, a distance of 43.53 feet to a point for corner, said corner lying in the West line of said Clay tract;

THENCE South 01 degrees 13 minutes 28 seconds West, along the East line of said Tract A, a distance of 1399.42 feet to a point for corner, said corner lying in the West line of a tract of land conveyed to Paul and Stephanie J. Casson, by Deed recorded in Volume 4588, Page 362, Deed Records, Collin County, Texas and the North corner of a tract of land conveyed to the Paul and Stephanie J. Casson, by Deed recorded in Volume 4588, Page 362, Deed Records, Collin County, Texas;

THENCE along the Northwestern line of said Casson tract (Volume 4588, Page 362), the following courses and distances;

South 51 degrees 27 minutes 25 seconds West, a distance of 120.39 feet to a point for corner;

South 20 degrees 14 minutes 32 seconds West, a distance of 153.51 feet to a point for corner;

South 64 degrees 20 minutes 30 seconds West, a distance of 131.69 feet to a point for corner;

South 05 degrees 44 minutes 26 seconds East, a distance of 136.85 feet to a point for corner;

South 15 degrees 10 minutes 22 seconds West, a distance of 140.64 feet to a point for corner;

South 76 degrees 31 minutes 43 seconds East, a distance of 133.71 feet to a point for corner;

South 06 degrees 54 minutes 46 seconds West, a distance of 84.56 feet to a point for corner;

South 73 degrees 46 minutes 02 seconds West, a distance of 132.16 feet to a point for corner;

North 60 degrees 30 minutes 53 seconds West, a distance of 176.40 feet to a ½ inch iron rod found for corner;

North 57 degrees 39 minutes 34 seconds West, a distance of 198.16 feet to a ½ inch iron rod found for corner, said corner being the Northwest corner of said Casson tract (Volume 4588, Page 362) and the common Northeast corner of a tract of land conveyed to the City of Plano, by Deed recorded in Volume 896, Page 64, Deed Records, Collin County, Texas;

THENCE North 89 degrees 41 minutes 29 seconds West, along the North line of said City of Plano tract (Volume 896, Page 64), a distance of 1060.45 feet to a ½ inch iron rod found for corner;

THENCE South 46 degrees 07 minutes 07 seconds West, a distance of 171.11 feet to a ½ inch iron rod found for corner;

THENCE North 89 degrees 38 minutes 44 seconds West, along the South line of said Tract A, a distance of 1886.17 feet to the POINT OF BEGINNING and containing 141.5649 acres or 6,166,570.46 square feet of land.

#### TRACT B

Being a tract of land known as Tract B, situated in the James Ledbetter Survey, Abstract No. 545 and the Andrew Piara Survey, Abstract No. 687, Collin County, Texas, and being conveyed to Los Rios Golf Course, L.P., by Deed recorded in Volume 5015, Page 4140, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found for corner in the Northwest right-of-way line of Los Rios Boulevard (variable width right-of-way) and the Southeast corner of said Tract B, said corner also being the Northeast corner of Hidden Meadows of Los Rios No. 3, an Addition to the City of Plano, according to the map thereof recorded in Cabinet F, Page 452, Map Records, Collin County, Texas;



THENCE North 80 degrees 47 minutes 58 seconds West, departing said West right-of-way line of Los Rios Boulevard, a distance of 110.41 feet to a ½ inch iron pipe found for corner;

THENCE North 44 degrees 33 minutes 09 seconds West, a distance of 40.00 feet to a ½ inch iron pipe found for corner, said corner being the beginning of a curve to the right having a delta angle of 89 degrees 54 minutes 54 seconds, a radius of 90.00 feet, with a chord that bears North 00 degrees 24 minutes 19 seconds East, a chord length of 127.18 feet;

THENCE along said curve to the right, an arc length of 141.24 feet to a ½ inch iron rod found for corner, said corner lying in the Northeast line of said Hidden Meadows of Los Rios No. 3;

THENCE North 44 degrees 43 minutes 12 seconds West, along said Northeast line of Hidden Meadows of Los Rios No. 3, a distance of 1855.58 feet to a ½ inch iron pipe found for corner, said corner lying in the Northeast line of Hidden Meadows of Los Rios No. 2, an Addition to the City of Plano, according to the map thereof recorded in Cabinet I, Page 414, Map Records, Collin County, Texas;

THENCE North 66 degrees 33 minutes 28 seconds West, along said Northeast line of Hidden Meadows of Los Rios No. 2, a distance of 226.63 feet to a point for corner;

THENCE South 63 degrees 29 minutes 58 seconds West, along the Northwest line of said Hidden Meadows of Los Rios No. 2, a distance of 113.15 feet to a point for corner, said corner being the beginning of a curve to the left having a delta angle of 04 degrees 39 minutes 59 seconds, a radius of 530.69 feet, with a chord that bears North 57 degrees 42 minutes 06 seconds West, a chord length of 43.21 feet;

THENCE along said curve to the left, an arc length of 43.22 feet to a point for corner, said corner being the beginning of a non tangent curve to the left having a delta angle of 00 degrees 35 minutes 56 seconds, a radius of 499.19 feet, with a chord that bears North 59 degrees 44 minutes 07 seconds, a chord length of 5.22 feet;

THENCE along said non tangent curve to the left, an arc length of 5.22 feet to a point for corner lying in the Western most East line of Bob Woodruff Park Addition, an Addition to the City of Plano, according to the map thereof recorded in Volume 3225, Page 766, Map Records, Collin County, Texas;

THENCE along the Southeastern lines of said Bob Woodruff Park Addition, the following courses and distances;

North 04 degrees 32 minutes 12 seconds East, a distance of 570.60 feet to a point for corner;



South 82 degrees 15 minutes 17 seconds East, a distance of 179.27 feet to a point for corner;

North 25 degrees 45 minutes 37 seconds East, a distance of 219.52 feet to a point for corner;

South 44 degrees 03 minutes 11 seconds East, a distance of 216.80 feet to a point for corner;

South 16 degrees 14 minutes 18 seconds West, a distance of 248.26 feet to a point for corner;

South 11 degrees 26 minutes 34 seconds East, a distance of 415.44 feet to a point for corner;

South 47 degrees 19 minutes 15 seconds East, a distance of 210.41 feet to a point for corner;

North 00 degrees 04 minutes 18 seconds West, a distance of 1098.47 feet to a point for corner, said corner being the Southwest corner of Los Rios Addition, Phase 5, an Addition to the City of Plano, according to the map thereof recorded in Cabinet B, Page 197, Map Records, Collin County, Texas;

THENCE South 45 degrees 20 minutes 38 seconds East, along the Southwest line of said Los Rios Addition, Phase 5, a distance of 514.31 feet to a ½ inch iron rod found for corner;

THENCE South 54 degrees 06 minutes 15 seconds East, along said Southwest line of said Los Rios Addition, Phase 5, a distance of 628.38 feet to a ½ inch iron rod found for corner, said corner lying in the Southwest line of Los Rios Addition, Phase 3, an Addition to the City of Plano, according to the map thereof recorded in Volume 12, Page 146, Map Records, Collin County, Texas;

THENCE South 62 degrees 50 minutes 12 seconds East, along said Southwest line of Los Rios Addition, Phase 3, a distance of 992.20 feet to an "X" cut found for corner, said corner lying in said West right-of-way line of Los Rios Boulevard and being the South corner of said Los Rios Addition, Phase 3;

THENCE along said West right-of-way line of Los Rios Boulevard the following courses and distances;

South 28 degrees 14 minutes 34 seconds West, a distance of 7.79 feet to a point for corner, said corner being the beginning of a curve to the right having a delta angle of 06 degrees 53 minutes 25 seconds, a radius of 952.00 feet, with a chord that bears South 31 degrees 41 minutes 17 seconds West, a chord length of 114.42 feet to a point for corner;



Along said curve to the right, an arc length of 114.49 feet to a point for corner;

North 54 degrees 52 minutes 01 seconds West, a distance of 5.00 feet to a point for corner, said corner being the beginning of a curve to the right having a delta angle of 02 degrees 37 minutes 20 seconds, a radius of 947.00 feet, with a chord that bears South 36 degrees 26 minutes 39 seconds West, a chord length of 43.34 feet;

Along said curve to the right, an arc length of 43.34 feet to a point for corner at the beginning of a reverse curve to the left having a delta angle of 09 degrees 30 minutes 44 seconds, a radius of 1053.00 feet, with a chord that bears South 32 degrees 59 minutes 57 seconds West, a chord length of 174.62 feet;

Along said reverse curve to the left, an arc length of 174.82 feet to a point for corner;

South 28 degrees 14 minutes 36 seconds West, a distance of 494.96 feet to a point for corner, said corner being the beginning of a curve to the left having a delta angle of 01 degrees 02 minutes 41 seconds, a radius of 1053.00 feet, with a chord that bears South 27 degrees 43 minutes 14 seconds West, a chord length of 19.20 feet;

Along said curve to the left, an arc length of 19.20 feet to a point for corner;

South 62 degrees 48 minutes 06 seconds East, a distance of 5.00 feet to a point for corner, said corner being the beginning of a curve to the left having a delta angle of 17 degrees 17 minutes 24 seconds, a radius of 1048.00 feet, with a chord that bears South 18 degrees 33 minutes 12 seconds West, a chord length of 315.05 feet;

Along said curve to the left, an arc length of 316.25 feet to a point for corner at the beginning of a reverse curve to the right having a delta angle of 13 degrees 50 minutes 57 seconds, a radius of 952.00 feet, with a chord that bears South 16 degrees 49 minutes 58 seconds, a chord length of 229.55 feet;

Along said reverse curve to the right, an arc length of 230.11 feet to a point for corner at the beginning of a non tangent curve to the right having a delta angle of 00 degrees 16 minutes 47 seconds, a radius of 3378.64 feet, with a chord that bears South 23 degrees 56 minutes 17 seconds West, a chord length of 16.50 feet;

Along said non tangent curve to the right, an arc length of 16.50 feet to the POINT OF BEGINNING and containing 52.2280 acres or 2,275,053.87 square feet of land.

#### TRACT C

Rights of license under License Agreement filed 10/09/2002, recorded in Volume 5271, Page 2994, Land Records, Collin County, Texas.



Exhibit "B"

**TEMPORARY LEASE  
BETWEEN GOLF ADDICKS, LLC  
AND CITY OF PLANO, TEXAS**

1. **PARTIES:** The parties to this Lease are **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as ("City") the Landlord, and **GOLF ADDICKS, LLC**, a Texas limited liability company, hereinafter referred to as ("Tenant").
2. **LEASE:** City leases to Tenant the Property described in the Real Estate Sales Contract, hereinafter referred to as ("Contract") between City and Tenant and more fully described in Exhibit "A" to the Contract, known as 1700 Country Club Drive, Plano, Texas.
3. **TERM:** The term of this Lease is for five (5) years and commences on the closing date of the sale covered by the Contract and terminates sixty (60) months thereafter, unless terminated earlier by reason of other provisions. The term may be extended by one additional one (1) year option. Tenant agrees to cease operating the Property as a golf course 6 months prior to the end of the Lease Term. Tenant shall continue to maintain the property and be responsible for paragraph 11. Repairs and Maintenance through the end of the Lease Term. Tenant will completely vacate the property prior to the end of the Lease Term.
4. **RENTAL:** Tenant shall pay to City as rental \$1.00 per year, or portion of a year, with the full amount of rental for the term of the Lease to be paid upon the Closing date of the sale covered by the Contract. Payment for any mutually agreed option, if any, shall be made within ten days of the City's written approval of the additional one year option.
5. **UTILITIES:** Tenant shall pay all utility charges for the Property during the term of the Lease.
6. **USE OF PROPERTY:** Tenant may use the Property only for a golf course. Tenant will be responsible for the maintenance of the golf course during the term of this Lease. Tenant may not assign this Lease or sublet any part of the Property.
7. **CONDITION OF PROPERTY:** Tenant accepts the Property in its present condition and state of repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to City in the condition required under the Contract, except normal wear and tear and any casualty loss.
8. **ALTERATIONS:** Tenant may not alter the Property or install improvements or fixtures without the prior written consent of the City. Any improvements or fixtures placed on the Property during the Lease become the Property of City.

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9. **RIGHT OF ENTRY:** City and its agents shall have a right of entry to access the Property at reasonable times, as determined in the City's sole discretion, to do the following:

(a) Inspect the Property. Tenant shall provide City door keys and access codes upon demand to allow access to the Property during the term of Lease.

(b) Perform repair and maintenance as required by Section 11 herein.

(c) Install sidewalks and other community amenities, at the City's sole discretion.

10. **LAWS:** Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.

11. **REPAIRS AND MAINTENANCE:**

**Tenant's Responsibility:** Except as otherwise provided in this Lease, Tenant shall be responsible, at its own expense, for the following repairs and maintenance on the Property:

(a) the interior of the Property, excluding mechanical, electrical, and plumbing items; and

(b) any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than the City, City's agents or invitees;

(c) the exterior grounds of the Property including, but not limited to, the yard, trees and shrubs;

(d) the exterior of any buildings, including but not limited to, the roof; and

(e) the mechanical, electrical and plumbing on the Property.

**City's Responsibility:** Except as otherwise provided in this Lease, City shall not be responsible, for any repairs or maintenance on the Property:

12. **CASUALTY LOSS/LOSS OF USE:** If any part of the Property is damaged or destroyed by fire or other casualty during the effective date of this Lease, City shall have the option, in its sole discretion, to restore or repair any structures on the Property to their previous condition or to decline to rebuild or repair any damaged or destroyed structures. In the event of casualty, loss, or other event of force majeure rendering the property unusable, even temporarily, the lease shall be subject to termination upon thirty (30) days written notice at no liability or further obligation to or by either party to this Lease. An event of force majeure shall include conditions beyond a parties control such as, but not limited to, war, fires, floods, acts of God, governmental restrictions, or power failures.

13. **INDEMNITY:** THE TENANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR

PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY TENANT'S OCCUPANCY AND LEASE OF THE PROPERTY OR ARISING OUT OF TENANTS RIGHTS AND RESPONSIBILITES UNDER THIS LEASE, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE TENANT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE TENANT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

TENANT AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF TENANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF TENANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. TENANT SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF TENANT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND TENANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

**THIS INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THIS LEASE.**

14. **INSURANCE:** Tenant shall acquire and maintain for the duration of the lease insurance coverage as set forth in Exhibit "B". Tenant shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract and naming the City as additional insured. Tenant shall be responsible for insuring its personal property and any contents of the buildings on the Property.
15. **DEFAULT:** If either party fails to perform or observe any provision of this Lease, the non-defaulting party shall immediately notify the defaulting party in writing of the event or existence of any condition which would constitute a default. Such notice shall specify the nature and period of existence thereof and what action, if any, the notifying party proposes to require with respect to curing the default.

16. **REMEDIES TO DEFAULT:** The defaulting party shall have thirty (30) days to cure after receiving written notice of default from the non-defaulting party. If a default shall continue after thirty (30) days notice to cure the default, the non-defaulting party, may, at its option, terminate the Lease and/or pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. However, the non-defaulting party may, at its option, provide a written extension for additional time to cure if the defaulting party proceeds in good faith and with due diligence to remedy and correct the default, provided that the defaulting party has commenced to cure such default within thirty (30) days following notice.
17. **TERMINATION:** This Lease terminates upon the expiration of the term specified in Section 3 herein, upon termination for casualty or loss of use as specified in Section 12 herein, or upon Tenant's default and failure to cure under this Lease pursuant to Sections 15 and 16 herein.
18. **HOLDING OVER:** Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease. Tenant shall pay \$100 per day during the period of any possession after termination as damages, in addition to any other remedies to which City is entitled.
19. **SMOKE ALARMS:** The Texas Property Code requires City to install smoke alarms in certain locations within the Property at City's expense. Tenant expressly waives City's duty to inspect and repair smoke alarms.
20. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand delivered at, or transmitted by facsimile or electronic transmission as follows:

City of Plano  
Attn: Amy Fortenberry  
P. O. Box 860358  
Plano, Texas 75086-0358

GOLF ADDICKS, LLC  
ATTN: Lyle Addicks  
1700 Country Club Drive  
Plano, TX 75074

w/copy to City Attorney's Office  
Attn: Paige Mims  
P. O. Box 860358  
Plano, Texas 75086-0358

21. **MISCELLANEOUS PROVISIONS:**

(a) This Lease embodies the complete and entire agreement between the parties hereto and may not be varied except by written agreement of such parties.

(b) This Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, representatives, and administrators.

(c) This Lease shall be construed under and in accordance with the laws of the State of Texas and is fully performable in Collin County, Texas. Venue for any dispute arising out of this agreement shall be Collin County, Texas.

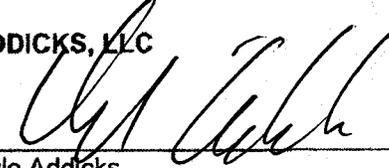
(d) In case any one or more of the provisions contained in this Lease shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(e) This Lease may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(f) The headings used throughout this Lease have been used for administrative convenience only and do not constitute matter to be considered in interpreting this Lease.

(g) Each party to this Lease represents and warrants that it has full power and authority to enter into and consummate this Contract.

**GOLF ADDICKS, LLC**

By: 

Lyle Addicks  
Manager

Date: 7-7-14

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_

Bruce D. Glasscock  
CITY MANAGER

Date: \_\_\_\_\_

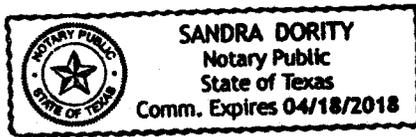
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §  
COUNTY OF Collin §  
§

This instrument was acknowledged before me on the 7 day of July, 2014 by Lyle Addicks, Manager of **GOLF ADDICKS, LLC**, a Texas limited liability company, on behalf of said corporation.



*Sandra Dority*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF COLLIN §  
§

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2014 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

## Exhibit A

### Legal Description

#### TRACT A

Being a tract of land known as Tract A situated in the James Ledbetter Survey, Abstract No. 545 and the Andrew Piara Survey, Abstract No. 687, Collin County, Texas, and being conveyed to Los Rios Golf Course, L.P., by Deed recorded in Volume 5015, Page 4140, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a PK Nail found for corner in the Southeast right-of-way line of Los Rios Boulevard (variable width right-of-way), said corner also being the Southwestern corner of said Tract A and the beginning of a curve to the right having a delta angle of 00 degrees 06 minutes 10 seconds, a radius of 2051.95 feet with a chord that bears North 26 degrees 11 minutes 27 seconds East, a chord length of 3.68 feet;

THENCE along said Southeast right-of-way line of Los Rios Boulevard and said curve to the right, an arc length of 3.68 feet to a ½ inch iron rod found for corner;

THENCE North 26 degrees 14 minutes 32 seconds East, along said Southeast right-of-way line of Los Rios Boulevard, a distance of 653.79 feet to a ½ inch iron rod found for corner, said corner being the beginning of a curve to the left having a delta angle of 07 degrees 02 minutes 45 seconds, a radius of 3478.64 feet with a chord that bears North 22 degrees 43 minutes 10 seconds East, a chord length of 427.51 feet;

THENCE along said Southeast right-of-way line of Los Rios Boulevard and said curve to the left, an arc length of 427.78 feet to a 5/8 inch iron rod found for corner at the beginning of a reverse curve to the right having a delta angle of 09 degrees 02 minutes 47 seconds, a radius of 3030.18 feet with a chord that bears North 23 degrees 43 minutes 11 seconds East, a chord length of 477.93 feet;

THENCE along said Southeast right-of-way line of Los Rios Boulevard and said reverse curve to the right, an arc length of 478.43 feet to a ½ inch iron rod found for corner;

THENCE North 28 degrees 14 minutes 34 seconds East, along said Southeast right-of-way line of Los Rios Boulevard, a distance of 630.58 feet to a ½ inch iron rod found for corner, said corner being the most Western Northwest corner of said Tract A and being the Southwest corner of Los Rios Addition, Phase 1, an Addition to the City of Plano, according to the map thereof recorded in Volume 11, Page 81, Map Records, Collin County, Texas;

THENCE South 62 degrees 46 minutes 20 seconds East, along the Southwest line of said Los Rios Addition, Phase 1, a distance of 538.09 feet to a ½ inch iron rod found for

corner;

THENCE South 63 degrees 00 minutes 45 seconds East, along said Southwest line of said Los Rios Addition, Phase 1, a distance of 506.86 feet to an "X" cut found for corner;

THENCE South 78 degrees 53 minutes 05 seconds East, along said Southwest line of said Los Rios Addition, Phase 1, a distance of 720.80 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 10 minutes 01 seconds West, a distance of 435.90 feet to a 1/2 inch iron rod found for corner;

THENCE North 58 degrees 23 minutes 50 seconds West, a distance of 41.87 feet to point for corner, said corner lying in the Southeast right-of-way line of Country Club Drive (80 foot right-of-way) and lying in a curve to the left having a delta angle of 57 degrees 51 minutes 35 seconds, a radius of 515.00 feet with a chord that bears North 24 degrees 53 minutes 14 seconds East, a chord length of 498.25 feet;

THENCE along said Southeast right-of-way line of Country Club Drive, an arc length of 520.07 feet to a 1/2 inch iron rod found for corner, said corner being the Southwest corner of Villas of Los Rios, an Addition to the City of Plano, according to the map thereof recorded in Cabinet C, Page 304, Map Records, Collin County, Texas, and lying in the Southeast right-of-way line of San Miguel Drive (50 foot right-of-way);

THENCE North 77 degrees 38 minutes 47 seconds East, along the South line of said Villas of Los Rios, a distance of 309.16 feet to a 5/8 inch iron rod found for corner, said corner being the Southeast corner of said Villas of Los Rios;

THENCE North 12 degrees 21 minutes 13 seconds West, along the East line of said Villas of Los Rios, a distance of 433.85 feet to a 1/2 inch iron rod found for corner;

THENCE North 07 degrees 26 minutes 25 seconds West, along said East line of Villas of Los Rios, a distance of 431.47 feet to a 1/2 inch iron rod found for corner, said corner being the Northeast corner of said Villas of Los Rios and the most Northwestern corner of said Tract A;

THENCE South 89 degrees 54 minutes 10 seconds East, along the North line of said Tract A, a distance of 315.24 feet to a point for corner, said corner lying in the West line of Punjab Estates, an Addition to the City of Plano, according to the map thereof recorded in Cabinet H, Page 590, Map Records, Collin County, Texas;

THENCE South 30 degrees 09 minutes 28 seconds East, along said West line of Punjab Estates, a distance of 178.34 feet to a point for corner;

THENCE South 02 degrees 55 minutes 43 seconds East, along said West line of Punjab

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Estates, a distance of 260.20 feet to a point for corner;

THENCE South 57 degrees 29 minutes 03 seconds East, a distance of 161.95 feet to the South corner of said Punjab Estates;

THENCE South 28 degrees 11 minutes 27 seconds West, a distance of 235.87 feet to a point for corner;

THENCE South 10 degrees 44 minutes 53 seconds East, a distance of 187.24 feet to a point for corner, said corner lying in the West line of a tract of land conveyed to Michael H. and Katina K. McWillie, by Deed recorded in Volume 3943, Page 2170, Deed Records, Collin County, Texas;

THENCE South 49 degrees 37 minutes 08 seconds East, along the Southwest line of said McWillie tract, a distance of 394.42 feet to a point for corner, said corner lying in the Northwest corner of a tract of land conveyed to J.M. Clay, Ltd., by Deed recorded in Document No. 95-0010880, Deed Records, Collin County, Texas;

THENCE South 40 degrees 37 minutes 08 seconds East, a distance of 43.53 feet to a point for corner, said corner lying in the West line of said Clay tract;

THENCE South 01 degrees 13 minutes 28 seconds West, along the East line of said Tract A, a distance of 1399.42 feet to a point for corner, said corner lying in the West line of a tract of land conveyed to Paul and Stephanie J. Casson, by Deed recorded in Volume 4588, Page 362, Deed Records, Collin County, Texas and the North corner of a tract of land conveyed to the Paul and Stephanie J. Casson, by Deed recorded in Volume 4588, Page 362, Deed Records, Collin County, Texas;

THENCE along the Northwestern line of said Casson tract (Volume 4588, Page 362), the following courses and distances;

South 51 degrees 27 minutes 25 seconds West, a distance of 120.39 feet to a point for corner;

South 20 degrees 14 minutes 32 seconds West, a distance of 153.51 feet to a point for corner;

South 64 degrees 20 minutes 30 seconds West, a distance of 131.69 feet to a point for corner;

South 05 degrees 44 minutes 26 seconds East, a distance of 136.85 feet to a point for corner;

South 15 degrees 10 minutes 22 seconds West, a distance of 140.64 feet to a point for corner;



South 76 degrees 31 minutes 43 seconds East, a distance of 133.71 feet to a point for corner;

South 06 degrees 54 minutes 46 seconds West, a distance of 84.56 feet to a point for corner;

South 73 degrees 46 minutes 02 seconds West, a distance of 132.16 feet to a point for corner;

North 60 degrees 30 minutes 53 seconds West, a distance of 176.40 feet to a ½ inch iron rod found for corner;

North 57 degrees 39 minutes 34 seconds West, a distance of 198.16 feet to a ½ inch iron rod found for corner, said corner being the Northwest corner of said Casson tract (Volume 4588, Page 362) and the common Northeast corner of a tract of land conveyed to the City of Plano, by Deed recorded in Volume 896, Page 64, Deed Records, Collin County, Texas;

THENCE North 89 degrees 41 minutes 29 seconds West, along the North line of said City of Plano tract (Volume 896, Page 64), a distance of 1060.45 feet to a ½ inch iron rod found for corner;

THENCE South 46 degrees 07 minutes 07 seconds West, a distance of 171.11 feet to a ½ inch iron rod found for corner;

THENCE North 89 degrees 38 minutes 44 seconds West, along the South line of said Tract A, a distance of 1886.17 feet to the POINT OF BEGINNING and containing 141.5649 acres or 6,166,570.46 square feet of land.

#### TRACT B

Being a tract of land known as Tract B, situated in the James Ledbetter Survey, Abstract No. 545 and the Andrew Piara Survey, Abstract No. 687, Collin County, Texas, and being conveyed to Los Rios Golf Course, L.P., by Deed recorded in Volume 5015, Page 4140, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found for corner in the Northwest right-of-way line of Los Rios Boulevard (variable width right-of-way) and the Southeast corner of said Tract B, said corner also being the Northeast corner of Hidden Meadows of Los Rios No. 3, an Addition to the City of Plano, according to the map thereof recorded in Cabinet F, Page 452, Map Records, Collin County, Texas;



THENCE North 80 degrees 47 minutes 58 seconds West, departing said West right-of-way line of Los Rios Boulevard, a distance of 110.41 feet to a ½ inch iron pipe found for corner;

THENCE North 44 degrees 33 minutes 09 seconds West, a distance of 40.00 feet to a ½ inch iron pipe found for corner, said corner being the beginning of a curve to the right having a delta angle of 89 degrees 54 minutes 54 seconds, a radius of 90.00 feet, with a chord that bears North 00 degrees 24 minutes 19 seconds East, a chord length of 127.18 feet;

THENCE along said curve to the right, an arc length of 141.24 feet to a ½ inch iron rod found for corner, said corner lying in the Northeast line of said Hidden Meadows of Los Rios No. 3;

THENCE North 44 degrees 43 minutes 12 seconds West, along said Northeast line of Hidden Meadows of Los Rios No. 3, a distance of 1855.58 feet to a ½ inch iron pipe found for corner, said corner lying in the Northeast line of Hidden Meadows of Los Rios No. 2, an Addition to the City of Plano, according to the map thereof recorded in Cabinet I, Page 414, Map Records, Collin County, Texas;

THENCE North 66 degrees 33 minutes 28 seconds West, along said Northeast line of Hidden Meadows of Los Rios No. 2, a distance of 226.63 feet to a point for corner;

THENCE South 63 degrees 29 minutes 58 seconds West, along the Northwest line of said Hidden Meadows of Los Rios No. 2, a distance of 113.15 feet to a point for corner, said corner being the beginning of a curve to the left having a delta angle of 04 degrees 39 minutes 59 seconds, a radius of 530.69 feet, with a chord that bears North 57 degrees 42 minutes 06 seconds West, a chord length of 43.21 feet;

THENCE along said curve to the left, an arc length of 43.22 feet to a point for corner, said corner being the beginning of a non tangent curve to the left having a delta angle of 00 degrees 35 minutes 56 seconds, a radius of 499.19 feet, with a chord that bears North 59 degrees 44 minutes 07 seconds, a chord length of 5.22 feet;

THENCE along said non tangent curve to the left, an arc length of 5.22 feet to a point for corner lying in the Western most East line of Bob Woodruff Park Addition, an Addition to the City of Plano, according to the map thereof recorded in Volume 3225, Page 766, Map Records, Collin County, Texas;

THENCE along the Southeastern lines of said Bob Woodruff Park Addition, the following courses and distances;

North 04 degrees 32 minutes 12 seconds East, a distance of 570.60 feet to a point for corner;



South 82 degrees 15 minutes 17 seconds East, a distance of 179.27 feet to a point for corner;

North 25 degrees 45 minutes 37 seconds East, a distance of 219.52 feet to a point for corner;

South 44 degrees 03 minutes 11 seconds East, a distance of 216.80 feet to a point for corner;

South 16 degrees 14 minutes 18 seconds West, a distance of 248.26 feet to a point for corner;

South 11 degrees 26 minutes 34 seconds East, a distance of 415.44 feet to a point for corner;

South 47 degrees 19 minutes 15 seconds East, a distance of 210.41 feet to a point for corner;

North 00 degrees 04 minutes 18 seconds West, a distance of 1098.47 feet to a point for corner, said corner being the Southwest corner of Los Rios Addition, Phase 5, an Addition to the City of Plano, according to the map thereof recorded in Cabinet B, Page 197, Map Records, Collin County, Texas;

THENCE South 45 degrees 20 minutes 38 seconds East, along the Southwest line of said Los Rios Addition, Phase 5, a distance of 514.31 feet to a ½ inch iron rod found for corner;

THENCE South 54 degrees 06 minutes 15 seconds East, along said Southwest line of said Los Rios Addition, Phase 5, a distance of 628.38 feet to a ½ inch iron rod found for corner, said corner lying in the Southwest line of Los Rios Addition, Phase 3, an Addition to the City of Plano, according to the map thereof recorded in Volume 12, Page 146, Map Records, Collin County, Texas;

THENCE South 62 degrees 50 minutes 12 seconds East, along said Southwest line of Los Rios Addition, Phase 3, a distance of 992.20 feet to an "X" cut found for corner, said corner lying in said West right-of-way line of Los Rios Boulevard and being the South corner of said Los Rios Addition, Phase 3;

THENCE along said West right-of-way line of Los Rios Boulevard the following courses and distances;

South 28 degrees 14 minutes 34 seconds West, a distance of 7.79 feet to a point for corner, said corner being the beginning of a curve to the right having a delta angle of 06 degrees 53 minutes 25 seconds, a radius of 952.00 feet, with a chord that bears South 31 degrees 41 minutes 17 seconds West, a chord length of 114.42 feet to a point for corner;



Along said curve to the right, an arc length of 114.49 feet to a point for corner;

North 54 degrees 52 minutes 01 seconds West, a distance of 5.00 feet to a point for corner, said corner being the beginning of a curve to the right having a delta angle of 02 degrees 37 minutes 20 seconds, a radius of 947.00 feet, with a chord that bears South 36 degrees 26 minutes 39 seconds West, a chord length of 43.34 feet;

Along said curve to the right, an arc length of 43.34 feet to a point for corner at the beginning of a reverse curve to the left having a delta angle of 09 degrees 30 minutes 44 seconds, a radius of 1053.00 feet, with a chord that bears South 32 degrees 59 minutes 57 seconds West, a chord length of 174.62 feet;

Along said reverse curve to the left, an arc length of 174.82 feet to a point for corner;

South 28 degrees 14 minutes 36 seconds West, a distance of 494.96 feet to a point for corner, said corner being the beginning of a curve to the left having a delta angle of 01 degrees 02 minutes 41 seconds, a radius of 1053.00 feet, with a chord that bears South 27 degrees 43 minutes 14 seconds West, a chord length of 19.20 feet;

Along said curve to the left, an arc length of 19.20 feet to a point for corner;

South 62 degrees 48 minutes 06 seconds East, a distance of 5.00 feet to a point for corner, said corner being the beginning of a curve to the left having a delta angle of 17 degrees 17 minutes 24 seconds, a radius of 1048.00 feet, with a chord that bears South 18 degrees 33 minutes 12 seconds West, a chord length of 315.05 feet;

Along said curve to the left, an arc length of 316.25 feet to a point for corner at the beginning of a reverse curve to the right having a delta angle of 13 degrees 50 minutes 57 seconds, a radius of 952.00 feet, with a chord that bears South 16 degrees 49 minutes 58 seconds, a chord length of 229.55 feet;

Along said reverse curve to the right, an arc length of 230.11 feet to a point for corner at the beginning of a non tangent curve to the right having a delta angle of 00 degrees 16 minutes 47 seconds, a radius of 3378.64 feet, with a chord that bears South 23 degrees 56 minutes 17 seconds West, a chord length of 16.50 feet;

Along said non tangent curve to the right, an arc length of 16.50 feet to the POINT OF BEGINNING and containing 52.2280 acres or 2,275,053.87 square feet of land.

#### TRACT C

Rights of license under License Agreement filed 10/09/2002, recorded in Volume 5271, Page 2994, Land Records, Collin County, Texas.



LOS RIOS LEASE INSURANCE  
EXHIBIT "B"

CITY OF PLANO  
GENERAL CONTRACTUAL INSURANCE REQUIREMENTS

Vendors/Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Vendors/Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.

**All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be acceptable to the City of Plano and be placed with an insurer possessing an A-VII A. M. Best rating or better.**

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and higher limits of coverage or provisions depending on the nature of the work.

1. The following insurance requirements, coverage's and limits apply to most minor construction (Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts.
2. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance.
3. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment or property may require customized insurance requirements in addition to the general requirements listed.

**Commercial General Liability Insurance**—(Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)

Commercial general liability insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability policy, including coverage for City with respect to liability arising out of the completed operations.

\$1,000,000 Limit per Occurrence/Aggregate

\$1,000,000 Limit for Personal/Advertising Injury and Products/Completed Operations

LOS RIOS LEASE INSURANCE  
EXHIBIT "B"

**Commercial Automobile Liability**—(Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)

Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than \$500,000 each accident or Combined Single Limit.

Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles). Vendor/contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by vendor/contractor pursuant to this section or under any applicable automobile physical damage coverage.

**Workers' Compensation & Employer Liability**—(Required for all vendors/contractors with employees who perform work or contract services on City property)

Vendor/contractor shall maintain workers' compensation insurance in the amounts required by appropriate state workers compensation statutes. The employer's liability limit shall not be less than \$500,000.

Vendor/contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under vendors/contractor's workers' compensation and employer's liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

Sole Proprietors and companies with no employees may be exempt from this requirement.

**Professional Liability (E&O) Insurance**—(Required for all Professional Service contracts including but not limited to: architects, engineers, consultants, counselors, medical professionals, attorneys, accountants, etc.)

Professional Liability Coverage (E&O) may be written on a claims made basis but must include an extended reporting period of at least three years after contract completion.

City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the E&O policy, including coverage for City with respect to liability arising out of all errors and omissions of vendor/contractor.

Minimum Limit of \$1,000,000 Each Claim and \$1,000,000 Aggregate

LOS RIOS LEASE INSURANCE  
EXHIBIT "B"

General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.

Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

The COI shall List each insurer's NAIC Number or FEIN and list the City of Plano, Risk Management Division, 1520 K Avenue, Suite 117, Plano, Texas, 75074 in the Certificate Holder Section.



LOS RIOS LEASE INSURANCE  
EXHIBIT "B"

INSURANCE REQUIREMENT AFFIDAVIT

(SUPPLEMENTAL INFORMATION RFP# \_\_\_\_\_)

(To be completed by appropriate Vendor/Contractor Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified vendor/contractor. If the below identified vendor/contractor is awarded this contract by the City of Plano, I will be able, within ten (10) working days after being notified of such potential award or at contract renewal, to furnish a valid Certificate of Insurance to the City meeting all of the requirements contained in this proposal.

Agent's Printed Name \_\_\_\_\_

Agent's Signature \_\_\_\_\_

Name of Insurance Agency \_\_\_\_\_

Address of Agency \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone number where Agent may be contacted \_\_\_\_\_

E-Mail address of Agent \_\_\_\_\_

Vendor/Contractor Name: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above named \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of \_\_\_\_\_

NOTE TO INSURANCE AGENT:

IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST PROPOSER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT 972-941-7557.