

February 8, 2010

Heritage Lakes Homeowner's Association
ATTN: Dudley Wilson
Heritage Lakes Amenities Center
3949 Village Blvd.
Frisco, Texas 75034

RE: Use of Heritage Lakes Amenities Center for May 8, 2010 General Election for the City of Frisco, Texas

To Whom It May Concern:

The City of Frisco, Texas ("City") has requested the use of the Heritage Lakes Homeowners Association ("HOA") Heritage Lakes Amenities Center ("Center") to serve as an additional polling location and early voting location for the May 8, 2010 General Election ("Election"). This letter shall serve as an agreement between the City and the HOA solely with regard to the matters set forth herein ("Letter Agreement").

City and HOA agree to the following terms and conditions:

- HOA agrees to allow the City, Frisco Independent School District ("FISD"), and Collin County Community College District ("CCCCD"), through their service provider, Collin County Elections Administrator ("Administrator"), and Lewisville Independent School District ("LISD"), through its service provider, Denton County Elections Administrator ("Administrator"), collectively (the "Administrators"), to utilize the Center as a polling location and early voting location for the Election.
- On the date of the Election, HOA agrees to keep the Heritage Lakes entrance gates and Center open to allow voters and Election officials access to the Center.
- From Monday, April 26, 2010, to Tuesday, May 4, 2010, HOA agrees to keep the Heritage Lakes entrance gates and Center open to allow voters and Election officials access to the Center for early voting.
- Prior to the Election, HOA agrees to allow the Administrators access to the Center for set up and preparation.
- HOA agrees not to schedule any other events at the Center on the date of the Election or on any of the dates for early voting.
- Administrators agree to use the Center in a safe and reasonable manner.
- HOA agrees to designate a representative, _____, who can be reached at the following number, _____, in the event of an emergency.

- HOA agrees to allow the City to utilize the Center in the event of a run-off election is required.

In any legal proceeding brought to enforce the terms of this Letter Agreement, the prevailing party may recover its reasonable and necessary attorney's fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as amended.

The individuals executing this Letter Agreement on behalf of the respective parties below represented to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Letter Agreement to do so for and on behalf of the party for which his or her signature appears, that there are not other parties or entities required to execute this Letter Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual signing this Letter Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligation under this Letter Agreement.

The Letter Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed. Additionally, this Letter Agreement is not assignable.

This Letter Agreement constitutes the sole and only agreement of the parties with respect to the matters discussed herein.

Signed,

George Purefoy
City Manager
City of Frisco, Texas

Signed,

Name: _____
Title: _____
Heritage Lakes HOA