

**FIRST AMENDMENT TO AND RESTATEMENT OF
FACILITIES USAGE AGREEMENT BETWEEN
CITY OF BURLESON AND
BURLESON YOUTH ASSOCIATION**

This First Amendment to and Restatement of the Facilities Usage Agreement (the “Agreement”) made this _____ day of _____, 2025 (the “Effective Date”), between the CITY OF BURLESON (hereinafter called “City”) and the BURLESON YOUTH ASSOCIATION (hereinafter called “BYA”).

WHEREAS, City is the owner of certain lands known as Chisenhall Park (“Park”) and certain improvements in the Park consisting of all baseball fields, a concession stand, and surrounding common or spectator areas within the athletic field complex, as generally depicted in Exhibit “A” (“Baseball Facilities”); and

WHEREAS, BYA has the resources and expertise necessary to operate youth and adult baseball and softball leagues at the Park; and

WHEREAS, City desires to enter into a Facilities Usage Agreement with BYA for the operation of youth and adult baseball and softball leagues at the Park; and

WHEREAS, the parties entered into a Facilities Usage Agreement on or about April 4, 2022, (the “Original Agreement”); and

WHEREAS, the parties entered into the Original Agreement to accomplish the goals set forth in these recitals, and have now determined that the Original Agreement should be revised as provided herein; and

WHEREAS, the parties deem it necessary to amend the Original Agreement and restate the agreement as set forth herein, to include all amendments to the Original Agreement in one document;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Article 1.
Definitions**

1.01. The terms “Agreement,” “Baseball Facilities,” “BYA,” “City,” “Effective Date,” “Original Agreement,” and “Park” shall have the meanings provided above.

1.02. “Fall Season” means the BYA youth and adult baseball and softball season generally between the dates of September 1, 2025, and November 14, 2025.

1.03. “Fall Season Reservation” means BYA’s use of the Baseball Facilities for the Fall Season during the following times: Monday, Tuesday, Wednesday, Thursday, and up to 5 Saturdays during the Fall Season.

1.04. “Future Seasons” means the BYA youth and adult baseball and softball seasons under this Agreement following the Fall Season and Spring Season. In any given calendar year, there shall only be one spring season and one fall season, held in future years beginning in the fall of 2026 generally between the months and dates of the Spring Season and Fall Seasons. The parties do not know the exact dates for the future fall and spring seasons, but the parties will work in good faith to establish those dates.

1.05. “Future Seasons Reservations” means BYA’s use of the Baseball Facilities for the Future Seasons.

1.06. “Spring Season” means the BYA youth and adult baseball and softball season generally between the dates of March 1, 2026, and May 21, 2026.

1.07. “Spring Season Reservation” means BYA’s use of the Baseball Facilities for the Spring Season during the following times: Monday, Tuesday, Wednesday, Thursday, Friday, and up to 5 Saturdays during the Spring Season, though Wednesdays are for rainout make up games only, during the Spring Season.

1.08. “Third Party Facilitator” means any third party the City may contract with in the future to manage the Park and/or Baseball Facilities.

Article 2. Term of Agreement

2.01. Term of Agreement. The term of this Agreement shall begin on the Effective Date and terminate on April 4, 2027, unless otherwise terminated or extended pursuant to the terms of this Agreement (the “Initial Term”).

2.02. Renewal and Extension. This Agreement shall automatically renew and extend under the same terms and conditions contained in this Agreement for five (5) successive one (1) year terms after the Initial Term, unless BYA or City provide written notice to the other party of their intention to not renew this Agreement, said notice to be delivered prior to expiration of the then current term. In no case shall the term of this Agreement extend beyond April 4, 2032.

Article 3. In General

3.01. BYA agrees to operate the Fall Season, Spring Season, and Future Seasons in the City of Burleson during the term of this Agreement in accordance with the terms of this Agreement for the term of this Agreement.

3.02. City agrees to make available to and reserve to BYA the use of the Baseball Facilities to operate the Fall Season, Spring Season, and Future Season, and maintain the Baseball Facilities and the Park in accordance with the terms of this Agreement for the term of this Agreement.

3.03. City and BYA agree that City remains the owner of all real property and improvements in the Park, including the Baseball Facilities. This Agreement does not convey any right, title or interest in the real estate where the Park is located to BYA.

3.04. This Agreement is non-exclusive. Nothing in this Agreement shall be construed as granting BYA the right to be the exclusive association to organize, schedule or operate any youth or adult baseball, softball, or football leagues or tournaments within the property of the Park or elsewhere in the city.

Article 4. Rights and Duties of BYA

4.01. BYA shall operate the Fall Season, Spring Season, and Future Seasons in the City of Burleson during the term of and in accordance with this Agreement.

4.02. BYA shall only use the Fall Season Reservation for the Fall Season, the Spring Season Reservation for the Spring Season, and Future Reservations for Future Seasons.

4.03. BYA shall have control of, and assume full responsibility for, all matters related to the operation of Fall Season, Spring Season, and Future Seasons, including but not limited to:

- (1) the right to conduct youth baseball, softball, and football player registration;
- (2) the right to enter into sub-contract agreements necessary for officiating requirements for the proper operation of youth baseball, softball, and football leagues;
- (3) the right to enter into subcontract agreements with parent baseball, softball, and football sanctioning organizations (e.g. PONY, Little League, etc.) regarding recreation league play.

4.04. BYA agrees to incorporate into its bylaws the following provisions related to BYA's solicitation of goods and services: (1) opportunities for vendors / contractors to do business with BYA will be published on the organization's website at least 2 weeks prior to the deadline for accepting bids/quotes; and (2) Board members must abstain from voting to award a contract or quote to a vendor if that Board member has a conflict of interest. For purposes of this section, a conflict of interest exists if a Board member, or member of the Board's immediate family, is in position to derive personal benefit from actions or decisions made by the Board member acting in their official capacity.

4.05. If the City contracts with a Third Party Facilitator, BYA agrees to work with the Third Party Facilitator under this Agreement.

4.06. BYA shall maintain coaches in accordance with Article 7, charge players fees and remit payment to the City in accordance with Article 8, and obtain insurance in accordance with Article 11.

4.07. During the term of this Agreement, BYA shall have the right to have two sets of cabinets that are agreed to by the parties in the umpire room for game day supplies, including scorecards, pens, pencils, extra paper, awards, uniforms, pictures, and other related items.

Article 5.
Rights and Duties of City

5.01. City shall at all times remain the owner of the Park and the Baseball Facilities. Nothing in this agreement shall be construed as transferring or conveying an interest in the Park or the Baseball Facilities.

5.02. Except as otherwise provided by this Agreement, City shall allow BYA to have use of the Baseball Facilities for the Fall Season Reservation, Spring Season Reservation, and Future Season Reservation.

5.03. City shall have the right to enter the Park and the Baseball Facilities during the Fall Season Reservation, Spring Season Reservation, and Future Season Reservation for any reason as long as it does not unreasonably interfere with BYA's rights under this Agreement, except as otherwise provided by this Agreement.

5.04. City shall have complete control of all aspects of the management and operations of the Park including, but not limited to, the following:

- (1) Notwithstanding anything herein to the contrary, City shall have the right, in its sole uncontrolled and absolute discretion, to open and close the Park and/or Baseball Facilities in compliance with weather events, maintenance procedures or other necessary functions. All weather event closings shall be in compliance with the adopted Park Emergency Closing Plan, attached as Exhibit "A". City shall supply BYA with a copy of Park Emergency Closing Plan. City shall advise BYA in a timely manner regarding such closures.
- (2) City shall bear the full responsibility for payment of all maintenance and operational costs of the park.
- (3) City shall be responsible for maintenance and repair of all park amenities, including but not limited to: fences, bleachers, parking areas, trees, sidewalks, lights, and concession stands.
- (4) City shall support BYA events with necessary, maintenance including but not limited to: daily trash detail, restroom maintenance, and weekly turf maintenance.
- (5) City shall have the sole authority to enter into vendor agreements for the sale of non-alcoholic beverages and to retain said proceeds.
- (6) City shall have the sole authority to enter in park sponsorship agreements related to capital improvements or naming rights of the park.
- (7) City shall have the sole and exclusive right to schedule tournaments. No other entity may schedule a tournament without the express written consent of the City.
- (8) City shall have the sole and exclusive right to enter into an agreement for management of the Park and/or Baseball Facilities with a Third Party Facilitator.

5.05. Within ninety (90) days of the Effective Date, City shall pay BYA the sum of Seventy Thousand Three Hundred Twelve and 15/100s Dollars (\$70,312.15).

Article 6. Scheduling

6.01. BYA will develop the season's schedule for league play prior to the start of the season within the following parameters: (1) For weekday games: All games must conclude no later than 10:30 p.m.; and (2) For Weekend games: All games must conclude no later than 11:00 p.m.

6.02. League games should be scheduled for each weekend throughout the season except on city holidays or student holidays or breaks (as identified by the Burleson ISD); however, at least two (2) consecutive weekends per league season shall be and a maximum of three (3) weekends per league season may be left unscheduled to allow for tournament play.

6.03. BYA will not use the Park or Baseball Facilities from November 15th through February 15th each year to allow for field maintenance and field rest. The City, however, may grant BYA permission to use a field or fields in the Park between November 15th and February 15th for special events or make up games if the City determines, in its sole absolute and uncontrolled discretion, that the event or game would not affect the needs of the fields. To be effective, any permission granted by the City to BYA pursuant to this subsection must be in writing and signed by the City Manager or Director of Parks and Recreation.

6.04. BYA shall submit the recreation schedule to the City for approval prior to its publication and/or prior to the start of league play. The City, as owner of the Park, shall have final authority for approval of the schedule. Exceptions or modifications to the schedule, one approved by the City, shall be approved by both parties.

6.05. All approved scheduled play will be entered into City's reservation system software. Any rescheduling will need to be submitted in advance to be updated in the reservation system software.

6.06. BYA shall give the City at least twenty-four (24 hours) notice prior to rescheduling any game or other event, and such rescheduled game or event shall not be effective and approved unless such rescheduled game or event does not conflict with any other reservation entered into the City's reservation system software.

6.07. The City shall have the final decision on field playability and park closure resulting from but not limited to: field maintenance requirements, weather related delays and/or cancellations.

Article 7. Coaches

7.01. BYA shall require that all coaches who will have direct contact with players receive proper training in the teaching of the sport they are coaching.

7.02. BYA will conduct an annual Criminal Background Check on all coaches and officials who have direct contact with players. BYA will make Criminal Background Checks available to the City upon request. No person who has been indicted, charged with, under probation for, received deferred adjudication for, or has been convicted of any of the following shall be permitted to serve as a coach or official: (1) a crime against persons within the last 5 years; or (2) any sex crime.

7.03. Any BYA Coach who receives two or more ejections by an umpire/official during any season will be suspended from coaching at the Park for a period of one calendar year.

7.04. Should the Police be called to the Park due to the misconduct of any BYA Coach, the Coach will be suspended from Coaching and barred from the Park for a period of one calendar year.

Article 8.

Price Per Player Fee

8.01. Price Per Player Fee. BYA is required to pay to the City a Price Per Player fee ("PPP") for each recreational league player. The PPP for every recreational league player shall be \$6.00 for the remainder of the term of this Agreement.

8.02. The PPP must be paid for all recreational league participants excepting no more than 20 participants who (1) pay a reduced registration fee; or (2) whose registration fee is considered a scholarship by BYA per season

8.03. BYA shall keep complete and accurate records necessary to validate the amount of PPP fees paid to the City. BYA will be responsible for remittance of the PPP to the City within (30) days from the conclusion of the league registration period.

8.04. BYA agrees the current League Registration Fee for baseball and softball will remain unchanged for a period of two (2) years from the date of execution of this contract, save and except for adjustments due to inflation as defined in Section 8.01.

8.05. Non-Resident Fee. In order to ensure the cost of providing access to and maintenance of athletic fields are not borne solely by the residents of Burleson, recreational league players living outside of the established city limits of Burleson shall be responsible for the payment of a nonresident fee ("NRF").

8.06. In addition to the PPP fee provided herein, the NRF fee shall be three dollars (\$3.00) for the remainder of the term of this Agreement. This fee shall be collected and remitted to the City no later than 30 days after the start of each recreation season.

8.07. The City shall furnish BYA with an annual residency verification listing. BYA shall be responsible for including this information in the on-line registration process. BYA shall not be responsible for verifying accuracy of residential status. In the event that a player registered as a

resident is discovered to be a non-resident, BYA agrees to collect current and past due non-resident registration fees at the next season signup and remit to City. If City utilizes the services of a third party agreement for the management of the Park, BYA will remit payment to the third party management company.

Article 9. Concessions Operation and Revenue

9.01. The City shall be responsible for the operation of the Park's concession stands. Additionally, the City shall be entitled to retain all revenue from concession sales.

9.02. The City may utilize a Third Party Facilitator to operate the Park's concession stands.

Article 10. Tournaments

10.01. The City has the sole and exclusive right to schedule all tournaments played at any city Park on any date provided said date does not conflict with recreational league play.

Article 11. Insurance

11.01. BYA agrees to obtain and maintain insurance in the following amounts at all times during the term of this Agreement: (i) Commercial General Liability \$1,000,000; (ii) Damage to Premises \$100,000; (iii) Medical \$1,000; (iv) Personal Injury \$1,000,000, (v) General Aggregate \$3,000,000; (vi) Excess Accident \$100,000 with a maximum \$50.00 deductible. BYA is not required to obtain Automobile Liability insurance.

11.02. BYA shall provide certificates of insurance to City evidencing that BYA has obtained all required insurance thirty (30) days prior to the start of each season.

11.03. Insurers for all policies must be authorized to do business in the state of Texas or be otherwise approved by City; and, such insurers shall be acceptable to City in terms of their financial strength and solvency.

11.04. All policies shall be endorsed to name City as an additional insured.

11.05. The insurance policies required by this Agreement shall cover all public risks related to BYA's use of the Park and/or the Baseball Facilities.

11.06. The Commercial General Liability insurance policy shall have no exclusions by endorsements unless City approves such exclusions. All policies required above shall be written on an occurrence basis. All policies shall be endorsed with a waiver of subrogation in favor of City.

11.07. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to City. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto BYA's insurance policies. Notice shall be sent to City of Burleson, Attn: City Manager, 141 West Renfro, Burleson, Texas 76028-4261.

11.08. City shall be entitled, upon its request and without incurring expense, to review BYA's insurance policies including endorsements thereto and at City's discretion. BYA may be required to provide proof of insurance premium payments.

11.09. City shall not be responsible for the direct payment of any insurance premiums required by this Agreement. Any failure on part of City to request required insurance documentation shall not constitute a waiver of the insurance requirements.

Article 12. Indemnification

12.01. BYA EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, OUT-OF-POCKET COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND OUT-OF-POCKET EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT (COLLECTIVELY, "LOSSES"), SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF BYA OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF OR IN THE PERFORMANCE OF THIS CONTRACT; NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL BYA BE RESPONSIBLE FOR, NOR SHALL ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION EXTEND TO, ANY LOSSES ARISING OUT OF OR OCCASIONED BY THE ACTS OR OMISSIONS OF THE CITY, AND ITS OFFICERS, AND EMPLOYEES, THAT CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of BYA and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

12.02. The provisions of this Article shall survive termination of this Agreement.

Article 13. Default and Termination

13.01. Event of Default. Should either party be found to be in default of their obligations under this agreement, the defaulting party shall be given written notification of the event of default and thirty (30) calendar days to cure the default. If the defaulting party fails to cure the default within the thirty (30) day cure period, this Agreement shall be terminated and all parties shall be released

from their obligations under this agreement, except the following obligations that shall survive the termination: (i) an obligation to pay monies due on the date of termination, or (ii) an obligation to indemnify due to an occurrence prior to the date of termination.

Article 14.
Independent Contractor/Third Party Beneficiaries

14.01. City agrees to contract with BYA for the operation of the Baseball Facilities as an independent contractor, and not as an officer, servant or employee of City. BYA shall have the exclusive right to control the details of the work or activities performed pursuant to this Agreement and all persons performing same, and BYA shall be solely responsible for the acts and omissions of its officers, agents, employees, subcontractors, and volunteers. Nothing herein shall be construed as creating a partnership or joint venture between City and BYA, its officers, agents, employees, subcontractors, and volunteers; and the doctrine of respondeat superior has no application as between the City and BYA. This Agreement shall inure only to the benefit of the parties to this Agreement and third persons not privy hereto shall not, in any form or manner, be considered a third party beneficiary of this Agreement. Each party hereto shall be solely responsible for the fulfillment of its own contracts or commitments.

Article 15.
Force Majeure

15.01. Either party may be excused from performance under this Agreement when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, or court order, provided that the non-performing party prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. If a party suffers an event of Force Majeure, it shall provide notice of the event to the other party immediately. Subject to this provision, such nonperformance shall not be deemed an event of default.

Article 16.
Notice

16.01. All notices required or permitted by this Agreement will be delivered either (i) by certified mail, postage prepaid, effective five days after mailing, or (ii) by hand delivery, effective upon delivery, in either case addressed as follows (or to such other address as a party may specify to the other party by notice delivered in accordance with the terms hereof):

To BYA: BYA, Attn: President, 550 NW Summercrest Blvd, #101, Burleson, Texas
76028.

To City: City of Burleson, Attn: City Manager, 141 W. Renfro, Burleson, Texas 76028

Article 17.
Miscellaneous

17.01. This Agreement was approved by the City Council at a duly authorized and lawfully called meeting.

17.02. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a final order entered by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. This Agreement will remain in effect and will be read as if the invalid, illegal or unenforceable provision was never included in the Agreement. For purposes of this Agreement, a court order shall be final only to the extent that all available legal rights and remedies pertaining to such order, including without limitation all available appeals, have been exhausted.

17.03. This Agreement will be construed under the laws of the State of Texas, and the venue of any lawsuit arising based on a provision of this Agreement shall lie in the state courts of Johnson County, Texas, or the United States District Court for the Northern District of Texas - Fort Worth Division.

17.04. In an action to enforce or defend any of the rights or remedies hereunder, the prevailing party shall be entitled to an award of its reasonable attorney's fees, costs, and expenses incurred in connection with such action.

17.05. This Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter hereof.

17.06. All Parties to this Agreement are represented by legal counsel, and have had the opportunity to discuss the terms of this Agreement with their legal counsel and to negotiate regarding the terms of this Agreement. It is the intent of the Parties that the terms and provisions of this Agreement shall be construed neutrally, and not against or in favor of a party hereto regardless of whether such party is the drafter of this Agreement.

17.07. No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same shall be in writing, dated subsequent to the date of this Agreement and duly executed by the Parties.

17.08. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.

17.09. The failure of either party to this Agreement to complain of any action, non- action, or default of the other party shall not constitute a waiver of any of such party's rights under this Agreement. Waiver by a party of any right for any default shall not be treated as waiver of any subsequent default or breach of the same or any other obligation.

17.10. The Parties hereby acknowledge and agree that City is entering into the Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of

the citizens of the City, the general public, and the State of Texas, and nothing contained in the Agreement shall be construed as constituting a waiver of the City's governmental immunity from suit or liability, which is expressly reserved to the fullest extent allowed by law. The provisions of this section shall survive termination of this Agreement.

17.11. This Agreement may be executed by the Parties in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

17.12. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.

17.13. The Parties reserve the right to the control and use of their names and all seals, symbols, trademarks, or service marks presently existing or later established. Neither Party shall use the other Party's name, seals, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of such other Party unless agreed to in this Agreement. Any use by a Party, without the written approval of the other Party, of the name, symbols, trademarks or service marks of such other Party shall cease immediately upon the earlier of written notice of such other Party or termination of this Agreement. Each Party hereby grants the other Party the right to use its name, address, and telephone number in connection with the other Party's obligations hereunder.

17.14. All information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act ("Act"), and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act.

17.15. Except as otherwise provided in this Agreement, neither Party shall in any manner assign, subcontract, or otherwise delegate its rights, duties or obligations under this Agreement unless the other Party approves of such assignment, subcontract, or delegation by prior written consent thereto. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

17.16. The City may terminate the Agreement immediately if BYA has offered or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

17.17. Time is of the essence in this Agreement. The parties hereto will make commercially reasonable efforts to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued mutual cooperation.

17.18. The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

17.19. BYA understands that the City has financed the Park and Baseball Facilities with proceeds of bonds or other obligations, the interest of which is excludable from "gross income" for federal income tax purposes, and that, therefore, this Agreement has to comply with the management contract's safe-harbor guidelines of Rev. Proc. 2017-13, I.R.B. 2017-6, as amended and superseded ("Guidelines"). BYA and City agree to make a good-faith effort to amend this Agreement, to the extent necessary to ensure compliance with the Guidelines.

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF JOHNSON §

This instrument was acknowledged before me on _____, 20__ by _____, known personally by me to be the _____ of the City of Burleson, on behalf of said City.

[Notary Seal]

Notary Public, State of Texas

APPROVED AS TO FORM AND LEGALITY:

City Attorney

BURLESON YOUTH ASSOCIATION

By: Logan McShan

Name: Logan McShan

Title: President

Date: September 25, 2025

STATE OF TEXAS

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§
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COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by _____, known personally by me to be the _____ of Burleson Youth Association, on behalf of said entity.

[Notary Seal]

Notary Public, State of Texas