

AGREEMENT

This Agreement is by and between the City of Taylor, Texas, a political subdivision of the State of Texas having its office address at 400 Porter Street, Taylor, Texas 76574 ("City") and the Taylor Pop Warner Football and Cheerleading Association, a Texas non-profit corporation, having an address at 407 Oscar Street, Taylor, Texas 76574 ("Pop Warner").

R E C I T A L S:

The City entered into an Intergovernmental Agreement with the Taylor Independent School District ("School", dated February 5, 2005, which Agreement is attached hereto as Exhibit "A" and incorporated by reference herein. In the Intergovernmental Agreement, the School and the City agreed to construct two new athletic sites, one being a practice site and the other being a game site, which sites will be available for use by Pop Warner.

The City also entered into a contract ("Contract") to sell City park property to CDI Development Services, LLC ("CDI"), which Contract is attached hereto as Exhibit "B" and incorporated by reference herein. The Contract requires CDI to pay the City relocation costs as part of the sales consideration to be received by the City. The relocation costs will allow the City and School to relocate the Pop Warner fields presently existing on the City park property to be sold to CDI to the new practice site and game site.

The CDI Contract further requires Pop Warner to buy a new score board for a game site at a location to be determined that is within what is now known as East Williamson County Park. Pop Warner is to provide CDI signage on the new score board having an area of no less than twenty-one inches (21") inches by ten feet (10'), in two colors, a requirement of which is further described in paragraph 13 of the CDI Contract.

The City agrees to grant Pop Warner Fifteen Thousand and No/100 Dollars (\$15,000.00) from proceeds from the CDI

sale on or after 10 days from closing of the CDI sale. In consideration of this grant Pop Warner agrees to purchase the new score board for the future game site in East Williamson County Park required in the CDI Contract that satisfies CDI and the City. Any balance remaining from the costs of the new score board may be used by Pop Warner to acquire other equipment directly related to operations of Pop Warner. Pop Warner shall provide City a copy of their annual financial report beginning with the first issue of said report following execution of this agreement and continuing until one year after the new scoreboard is constructed and approved by CDI, the City and the School.

In further consideration for construction of the new practice and game sites by School, Pop Warner represents, warrants, and agrees that it shall not misuse the new practice and game sites in any way causing damage to them, causing greater than normal utility costs for the operation of them, or contrary to rules and regulations established by the City and School for use of the sites. Failure to comply with the provisions contained in this paragraph as determined by the School and City may be cause for termination of this agreement. In the event this agreement is terminated under this paragraph, Pop Warner agrees to return funds set aside for purchase of new scoreboard to City.

This Agreement cannot be assigned by Pop Warner.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable and with venue in Williamson County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns where permitted.

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

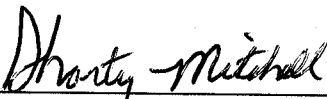
This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understanding, written or verbal agreements, between the parties respecting the subject matter of this Agreement.

DATED this the _____ day of _____, 2005.

CITY OF TAYLOR, TEXAS
A political subdivision
of the State of Texas

BY: Frank Salvato
ITS: City Manager

TAYLOR POP WARNER
FOOTBALL & CHEERLEADING
ASSOCIATION, a Texas
non-profit corporation



BY: Shorty Mitchell
ITS: President