

LICENSE AGREEMENT

This License Agreement (this “License”) is made by and between the City of Dripping Springs, a Type A General Law city (“Licensor”), and Dripping Springs Skatepark, Inc., a Texas non-profit corporation (“Licensee”), effective as of the date set forth on the signature page hereto.

WHEREAS, that certain property more particularly described on Exhibit A attached hereto (the “Property”) is a public property owned and maintained by Licensor; and

WHEREAS, as a public service, for the benefit and improvement of the community, Licensee intends to design and construct a structure for skateboards and roller skates, which shall include landscaping in accordance with the City’s landscape ordinances; and

WHEREAS, subject to the terms and conditions of this agreement, the City hereby grants Licensee a revocable exclusive license to construct the Park on approximately 54,450 square feet of City owned land at Founders Memorial Park; and

WHEREAS, the Licensor finds that it is the best interest of the City and its residents to provide property for this Skate Park;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. License. Licensee shall have the right to enter upon the Licensed Property to construct, maintain, repair, and replace the Skate Park and for all purposes related thereto, in coordination with the Dripping Springs Skatepark, Inc. Licensed property is described in more detail in Exhibit “C”.
2. Consideration. In consideration for this License, Licensee agrees to construct the Skate Park in a good and workmanlike manner. Description of the Skate Park is in Exhibit “B”
3. Assignment. Licensee shall not assign this License to any third party without the express written consent of Licensor, such consent not to be unreasonably withheld. This License shall bind and inure to the benefit of the parties hereto, their respective heirs, successors and permitted assigns.
4. Licensee’s Duties.
 - (a) Construction Plans: The Licensee shall provide the construction plans and cost estimates to the City as Licensor for review prior to beginning construction. No construction shall begin until the construction plans and cost estimates are approved by the City as Licensor, approval which shall not be unreasonably withheld.
 - (b) Construction in Compliance with City Code: Construction shall be done to City Standards. Licensee shall replace any removed trees as required by City Code and at City direction. All construction shall be done in a safe and workmanlike manner and shall not interfere with the use of the City Park.

- (c) Signage: Temporary Sign will be allowed to state that the Skate Park is coming soon and may be up to thirty-two (32) square feet. The Licensee shall purchase and post both liability and skate rule sites to be approved by the City as Licensors. Name, directional, and sponsorship signs shall be allowed as approved by the City as Licensors. All signs to be reviewed for approval by City Administrator and Park and Community Services Director.
- (d) Construction Contract: Construction contract shall include Performance, Payment, and Maintenance Bonds. The Contract shall name the Licensors as an additional named insured. Construction contract shall have a maintenance bond for at least two years in the name of Licensee and Licensors.
- (e) Inspection. The Licensee shall open the Skate Park for inspection by the Licensors at any time. The Skate Park shall not open to the public without inspection and approval by the Licensors, which approval shall not be unreasonably withheld.

5. Licensors' Duties.

- (a) Licensors shall provide an adequate site for the Skate Park as outlined in Exhibit "B".
- (b) City as Licensors shall waive all review fees other than fees incurred due to third party consultants. The third-party consultant fees shall be paid by Licensee based on the actual cost of the consultant fees without administrative costs.
- (c) City as Licensors shall consider park rules related to skate parks in line with state law within one hundred and eighty (180) days of execution of this Agreement.
- (d) City as Licensors shall issue a Notice to Proceed within thirty (30) days of execution of this Agreement to allow without regard to approvals related to construction plans or cost estimates:
 - (i) Storage of materials and equipment in the North Parking Lot.
 - (ii) Site Clearing that does not include tree removal.
- (e) City as Licensors shall take over maintenance and ownership of the Skate Park once the two-year maintenance bond expires and any needed improvements or maintenance needed related to the maintenance bond is completed and approved by the Licensors.

- 6. Licensors' Rights. The Licensee's right to use the Licensed Property as provided in this Agreement is expressly subject and subordinate to the present and future right of the Licensors to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets, and related appurtenances on, beneath, or above the Licensed Property. The Licensors shall take reasonable measures to prevent damage to or removal of the Skate Park. Nothing in this Agreement shall be construed to limit in any way the power of the Licensors to improve the surface of the

Licensed Property, pursuant to official action by the Licensor's governing body; provided, however, that the Licensor shall provide the Licensee with at least thirty (30) days prior written notice of any such contemplated action.

7. Contingency. This Agreement is contingent on the Licensee raising sufficient funding to build the Skate Park. The Agreement terminates if the funds for construction are not raised within twenty-four (24) months after execution of this Agreement. No construction other than that listed in Section 5(d) shall begin until the funds needed for construction as outlined in the approved cost estimates are raised and proof of said funds is provided to the Licensor.
8. Termination. The parties hereto agree that Licensee, its successors and permitted assigns shall continue to exercise the rights and privileges set forth in this License if Licensee maintains the Skate Park in good condition; provided, however, that prior to terminating this License for Licensee's failure to so maintain the Skate Park, Licensor shall promptly and in writing notify Licensee, at the address set forth on the signature page hereof, of such failure to maintain the Skate Park, specifying the general nature thereof, and shall give Licensee thirty (30) days to cure such failure; provided further that if during such thirty (30) day period Licensee either (a) cures such failure or (b) commences and diligently pursues curing such failure, then this License shall continue in full force and effect as if such failure never occurred.
9. Indemnity. Licensee shall hold harmless, defend, and indemnify Licensor against any suits, liabilities, claims, demands or damages, including without limitation personal injuries and attorneys' fees, arising from Licensee's exercise of the License.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this License Agreement effective as of the ____ day of _____, 2022.

LICENSOR

City of Dripping Springs

By: _____

Name: Bill Foulds, Jr.

Title: Mayor

LICENSEE

Dripping Springs Community Foundation

By: _____

Name: _____

Title: _____

EXHIBIT A

Description of the Founders Memorial Park Property

[see attached]

EXHIBIT B

Description of the Skate Park

[see attached]

EXHIBIT C

Description of Licensed Property

[see attached]