



DRIPPING SPRINGS
Texas

April 29, 2024

Dripping Springs Mountain Bike Club
c/o Dennis Lane, Registered Agent
360 Manchester Lane
Austin, TX 78737

Dear Dripping Springs Mountain Bike Club:

Re: Notice of Default and Breach of the Joint Use Agreement for Mountain Bike Trails at Dripping Springs Ranch Park between the City of Dripping Springs (“City”) and the Dripping Springs Mountain Bike Club (“Club”) dated June 10, 2016 (the “Agreement”)

We write further to the communication of the Dripping Springs Ranch Park Manager, Emily Nelson, on April 24, 2024, regarding the City’s discovery of unauthorized bicycle trail modifications at Dripping Springs Ranch Park on or about April 23, 2024.

We were surprised and disappointed to observe significant modifications to the bicycle trails at Dripping Springs Ranch Park, which we understand to have been carried out on behalf of the Club.

These modifications involved disruption and relocation of rocks and materials on City parkland and occurred without authorization or the knowledge of the City. Most significantly, we were disheartened to see that multiple trees were limbed or cut down to facilitate the bicycle trail modifications. Damage to trees in this area of Dripping Springs Ranch Park jeopardizes the safety and integrity of nearby drainage works.

The Club’s modification of the bicycle trails and illegal harvesting of trees on City parkland is a breach of the Agreement. We draw to your attention, in particular, the following provisions of the Agreement:

“Proposed new trails must be approved by the DSRP Manager or City Administrator before commencing work.” **Section 4.2(a).**

“Costs incurred by the City to repair or replace any destruction, damage or injury to Trails during the Club’s use of the Trails shall be paid for by Team within thirty (30) days of Club’s receipt of an invoice from the City.” **Section 4.2(d).**

“Club shall exercise reasonable care and due diligence to avoid harming City property.” **Section 4.2(e).**

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“Obey all laws, rules, regulations, and terms of the Lease, and of the use, condition, and occupancy of the Leased Premises, including the rules and regulations of the Park, if any, as amended.” **Section 4.2(g).**

“The Club shall secure all necessary permits required in connection with operations on the Premises and shall comply with all federal, state and local statutes, ordinances, or regulations which may affect, in any respect, Club’s use of the Trails.” **Section 4.2(h).**

“Club shall defend, indemnify, and hold City, their successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Club or Club’s agents, employees, subcontractors, invitees, guest or trespasser in the performance of Club’s obligations under this Agreement, no matter how, or to whom, such loss may occur.” **Section 6.5.**

The Club’s actions also constitute a violation of multiple City ordinances punishable in accordance with Chapter 54 of the Texas Local Government Code. Without limitation, the ordinance violations include the following:

“It is an offense for any person to intentionally mutilate, injure, destroy, thrash, or remove any live tree, shrub, vine, wildflower, grass, sedge, fern, moss lichen, fungus or any other member of the plant kingdom or portion thereof, except upon approval by the city.” **City of Dripping Springs Code of Ordinances, §16.02.048(b)(1).**

“No person shall damage or remove trees in violation of this article.” **City of Dripping Springs Code of Ordinances, §28.06.007.**

Since bringing this damage to the Club’s attention, we acknowledge that some steps appear to have been taken to partially restore the bicycle trails to the previous state. However, the damage to and destruction of City trees is irreparable. Further investigation of the impacts and the development of a remedial plan will require the advice of a certified arborist.

We write to put the Club on notice of the above-noted breaches of the Agreement and violations of City ordinances. The City further expects and demands that the Club indemnify the City against all costs arising out of the unauthorized modification of bicycle trails, as required by section 6.5 of the Agreement.

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Finally, the City reserves the right to terminate the Agreement for cause under 3.3(c) of the Agreement if the Club does not promptly and fully rectify the trail in question or fails to pay in full any invoice issued for costs incurred by the City to respond to these breaches.

We look forward to the Club's full cooperation in rectifying this matter at the earliest opportunity.

Sincerely,

Michelle Fischer
City Administrator

cc: Lindsey Thomas
Andrew Binz, Parks and Community Services Director
Emily Nelson, Dripping Springs Ranch Park Manager

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