

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**WOOD FAMILY DOG PARK
EXPANSION AGREEMENT**

This Wood Family Dog Park Expansion Agreement (“**Agreement**”), is entered into this _____ day of _____, 2023, by and between _____ (hereinafter referred to as the “**Donor**”), and the Town of Little Elm, Texas (“**Town**”). The Donor and the Town are sometimes referred herein together as the “**Parties**” and individually as a “**Party**”.

Recitals:

1. This Agreement is made to facilitate the expansion of the Wood Family Dog Park (“**Dog Park**”) and to recognize the contributions of the Donor towards such expansion efforts.
2. The Dog Park, located at 1001 Witt Road, was established in 2020 and currently consists of 103,800 square feet.
3. The Donor has expressed interest in funding an expansion of the Dog Park to add an additional 60,800 square feet to the Dog Park, which expansion is estimated to cost Three-Hundred Thousand and 00/100 Dollars (\$300,000).
4. The Town, in recognition of such donation, wishes to honor the Donor through a memorial plaque to be placed at the entrance of the newly expanded Dog Park area.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, North West Ranch and the Town do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so (“**Effective Date**”). This Agreement shall remain in full force and effect from the Effective Date until all obligations set forth in the Agreement are satisfied.

Section 3. Agreements. Donor and the Town agree as follows:

- A. Within 60 days of the Effective Date, Donor shall deposit with the Town Three-Hundred Thousand and 00/100 Dollars (\$300,000) (the “**Donated Funds**”), which Donated Funds shall be held in escrow by the Town for the exclusive use of funding the expansion of the Dog Park.

- B. The Town agrees that the Donated Funds will be used solely for costs of expanding the Dog Park.
- C. The Town shall, by the time that the Dog Park expansion is completed, erect a bronze memorial plaque that would read as follows:

“David Clyde Wallace
in Loving Memory of his wife Della Y Wallace
and Friend Lou Propst”

FOR THE DONATION OF THE FUNDS THAT MADE THIS EXPANDED
PORTION OF THE WOOD FAMILY DOG PARK POSSIBLE”

”

- D. The Town shall place the memorial plaque at the entrance of the newly expanded Dog Park area.
- E. The plaque described herein shall be erected by the Town at no cost to the Donor and the Donor shall have no maintenance or other responsibilities in this matter regarding the plaque.

Section 4. Miscellaneous.

- A. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Denton County, Texas.
- B. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.
- C. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- D. 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 right 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. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement,

shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

- E. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.
- F. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.
- G. This Agreement is made subject to the existing provisions of the Charter of the Town of Little Elm, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.
- H. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.
- I. This Agreement may be only amended or altered by written instrument signed by the Donor and the Town.
- F. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.
- K. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

EXECUTED by the Parties on the dates set forth below, to be effective as of the date first written above.

DONOR:	TOWN OF LITTLE ELM, TEXAS
By: _____	By: _____ Town Manager
Date: _____	Date: _____

ATTEST:

By: _____
Town Secretary