

## **AGREEMENT TERMINATION AND RELEASE**

This Agreement Termination and Release (the “Contract”), is dated effective May 10, 2022, and is by and between the City of Lubbock, Texas, a Texas home rule municipal corporation (the “City”) and The Friends of Legacy Play Village, Community Playground Corporation (“Friends”).

WHEREAS, pursuant to that certain License Agreement (the “Agreement”), dated on or about September 26, 2002, Resolution No. 2002-R0394, attached hereto as Exhibit “A,” Friends entered into the Agreement to construct and maintain a community playground call “Legacy Play Village” on certain real property owned by the City and located in McAlister Park (the “Land”);

WHEREAS, Friends no longer wish to utilize the Land and have caused the removal of the community playground on the Land pursuant to the Agreement; and

WHEREAS, the City and Friends both wish to terminate the Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is herein acknowledged, the City and Friends hereby agree as follows:

1. For and in consideration of the mutual promises and covenants made herein, the City and Friends hereby terminate and cancel the Agreement dated on or about September 26, 2002, Resolution No. 2002-R0394, attached hereto as Exhibit “A,” effective as of May 10, 2022.
2. IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS MADE HEREIN, THE CITY AND FRIENDS, TO THE FULLEST EXTENT PERMITTED BY LAW, DO HEREBY RELEASE EACH OTHER, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AGENTS, SUCCESSORS AND ASSIGNS FOR, FROM AND AGAINST ANY AND ALL OBLIGATIONS, RESPONSIBILITIES OR CLAIMS UNDER, OR WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM, OR ARE

RELATED TO, THE AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY OBLIGATION ON THE PART OF USER.

3. Friends represents and warrants to the City that Friends has the full power and authority to make and perform all agreements, as provided herein.

5. THIS CONTRACT IS TO BE CONSTRUED UNDER, AND GOVERNED BY, TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS CONTRACT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS CONTRACT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN COURTS OF COMPETENT JURISDICTION LOCATED IN LUBBOCK COUNTY, TEXAS.

6. This Contract represents the entire and sole agreement between Friends and the City with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Contract may not be modified or amended except in writing and duly authorized and executed by each party hereto.

7. If any provision of this Contract is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Contract, and this Contract shall continue in force and effect as if such provision had not been included in this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives as of the date first written above.

**CITY OF LUBBOCK:**

\_\_\_\_\_  
Daniel M. Pope, MAYOR

**THE FRIENDS OF LEGACY  
PLAY VILLAGE, COMMUNITY  
PALYGROUND  
CORPORATION:**

*Gregory Turner*  
\_\_\_\_\_  
Gregory Turner, President

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

*Brooke Witcher*  
\_\_\_\_\_  
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

*Ryan Brooke*  
\_\_\_\_\_  
Ryan Brooke, Assistant City Attorney