

SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK IMPROVEMENT, SPONSORSHIP AND USE AGREEMENT

This Southwest Williamson County Regional Park Improvement, Sponsorship and Use Agreement (“Agreement”) is entered into by and between Williamson County, Texas (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, with its principle offices located at 710 Main Street, Suite 101, Georgetown, TX 78626, and Lonestar Soccer Club of Austin, Inc. (“LSC”), a Texas non-profit corporation with 501(c)(3) tax-exempt status, with its principle offices located at 12325 Hymeadow Drive, Suite 1-200, Austin, TX 78750. County and LSC may hereinafter also be referred individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the County owns, operates, and maintains ten (10) natural surface soccer fields (4 lighted), one (1) lighted natural surface football/soccer field with a 400-meter all weathered surfaced track and other various athletic fields and courts at its Southwest Williamson County Regional Park (“SWCRP”); and

WHEREAS, the County desires to upgrade fields #6, #7, #8, and #9 at the SWCRP (“Fields”) from natural grass to artificial turf to maximize the use of the Fields without excessive wear and tear and regardless of drought conditions; and

WHEREAS, the LSC desires to financially support the artificial turf improvements to the Fields and to obtain usage, naming rights and other privileges in exchange for such sponsorship, subject to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

ARTICLE 1 DESCRIPTION OF PROJECT

The County is designing and constructing the following improvements to the Fields at the SWCRP, which are depicted and further described in Exhibit “A” being attached hereto and incorporated herein (collective referred to as the “Turf Fields Project”):

- Convert field #6, which is an existing lighted football/soccer field, from natural grass to artificial turf; and
- Convert fields #7, #8, and #9, which are three (3) existing lighted soccer fields, from natural grass to artificial turf.

The County also plans to resurface the existing running track around field #6 during the Turf Fields Project; provided, however, the costs associated with the track resurfacing is not included in, or

contingent upon, the Turf Fields Project Budget and LSC Funding and County Funding under this Agreement shall not be used for such work.

ARTICLE 2 PROJECT CONSTRUCTION AND MANAGEMENT

The County shall provide overall project management and contract administration to supervise and control the day-to-day activities of any construction and monitor the activities of the construction contractor to ensure the timely and efficient completion of the Turf Fields Project in accordance with the plans and specifications and construction schedule subject to unforeseen delays. As a part of the County's duties and obligations of project management for the Turf Fields Project, the parties agree that the County shall:

- 1) Procure, contract and administer all aspects of design and construction of the Turf Fields Project, including, but not limited to the procuring of all architectural and engineering services in accordance with all applicable state laws, preparation of construction plans, competitive bidding, construction and inspection of the Turf Fields Project;
- 2) Utilize a statutorily allowable delivery method for construction of the Turf Fields Project;
- 3) Provide the LSC with a fully executed copy of the construction contract between the County and the construction contractor;
- 4) Upon substantial completion of the construction work, require and obtain from the construction contractor a Warranty Bond, as security for the true and faithful performance of all warranties set forth in the construction contract;
- 5) In the development and construction of the Turf Fields Project, comply with all federal, state and local laws and regulations;
- 6) Post a sign at the construction site during construction of the Turf Fields Project identifying the LSC as one of the funding sources of the Turf Fields Project (the Parties shall confer on language to be used for the sign prior to commencement of construction);
- 7) Provide the LSC with any and all documentation or information that the County may reasonably require or request pursuant to this Agreement;
- 8) Provide the LSC with a quarterly report on the progress of the Turf Fields Project;
- 9) Inform the LSC in a timely manner of any substantial delays or alterations in the scope of work of the Turf Fields Project; and
- 10) In the event the County constructs an informational sign or dedication sign following completion of the Turf Fields Project, the County shall identify the LSC as one of the funding sources.

ARTICLE 3 PROJECT BUDGET; FUNDING OBLIGATIONS; AND PAYMENT TERMS

- A. Turf Fields Project Budget.** The County's engaged design firm has provided an Opinion of Probable Cost for the Turf Fields Project in the amount of **\$8,925,020.00**, which said amount shall serve as the Turf Fields Project Budget.

B. Funding Obligations of the Parties.

- 1) **LSC Funding Amount.** Within thirty (30) days from the Effective Date of this Agreement, LSC shall make a sponsorship payment to County in the total amount of \$6,500,000.00, which shall be used to pay a portion of the construction costs of the Turf Fields Project (“LSC Funding”). As stated hereinabove, the LSC Funding shall not be used for any construction work relating to the resurfacing of the existing running track around the football/soccer field designated as field #6.
- 2) **County Funding Amount.** The County hereby agrees to pay up to \$2,425,020.00 in funding to be used to pay a portion of the design and construction costs of the Turf Fields Project (“County’s Funding”).
- 3) **Additional Project Funding.** In the event the LSC Funding and County Funding are not adequate to fund the complete Turf Fields Project, the Parties hereby agree to work in cooperation with each other to either reduce the scope of the Turf Fields Project so that such funding can be utilized to complete as much of the Turf Fields Project as possible or, by written amendment, increase the Parties’ funding amounts in amounts mutually agreeable between the Parties in order to fully complete the Turf Fields Project. However, the Parties agree that neither Party shall be required to provide additional funding in the event there is not adequate funds to complete the entire Turf Fields Project and, should one Party not agree to increase its funding amount, the Parties shall reduce the scope of the Turf Fields Project so that the LSC Funding and County Funding can be utilized to complete as much of the Turf Fields Project as possible.
- 4) **Excess LSC Funding.** In the event the entire amount of LSC Funding is not needed for the Turf Fields Project, LSC agrees that any such excess LSC Funding shall be added to and included in the Turf Replacement Funding for purpose of a possible Turf Replacement Project in the future, as described hereinbelow.
- 5) **Recurring Monthly Use Payments.**
 - i. **Usage Fees.** LSC shall pay recurring monthly usage fees as billed by the County through its existing billing processes, based on County’s operational intake systems, tools, and platforms.
 - ii. **Monthly Reconciliation.** On the first Friday of each month, the Community Scheduler, as described hereinbelow, and the County shall reconcile the prior month’s Field usage for billing using County’s systems and platforms and LSC shall pay the County for such usage pursuant to the rules, policies, and procedures of the County.
 - iii. **Annual Usage Rates.** In consideration of LSC’s Funding contribution to the Turf Fields Project, LSC shall pay a discounted hourly rate for use of the Fields and such rates shall be fixed for each twelve (12) month period during the Initial Term and any Extension Term.
 - iv. **Initial Base Usage Rates.** The initial base usage rates for the first twelve (12) month period following the Effective Date shall be \$18.00 per playing field per hour for

standard use and \$22.00 per playing field per hour for use requiring lighting (“Initial Base Rates”).

- v. Annual Rate Adjustment. If after the initial twelve month period following the Effective Date rates increase based on the Maximum Amount of Annual Rate Adjustments provision below, future discounts will be 35% of regular rate per playing field per hour for standard use (0.35 x new rate) and 30% of per playing field per hour for use requiring lighting (0.30 x new rate). County shall provide LSC with at least ninety (90) days’ advanced written notice of any rate adjustments for each successive twelve (12) month period, if any.
- vi. Maximum Amount of Annual Rate Adjustments. Any rate adjustments for a successive twelve (12) month period shall be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100). The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released CPI-U index before each annual anniversary date of the Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, LSC will pay the greater amounts as the rates during the successive twelve (12) month period until the next rate adjustment. Rates for each successive twelve (12) month period shall never be less than the Initial Base Rates.

ARTICLE 4

SCHEDULING PRIORITY AND COMMUNITY SCHEDULER SUPPORT

- A. Priority Scheduling.** LSC shall receive scheduling priority for request for use of the Fields within the County’s standard scheduling process. Such requested Field usage shall be coordinated with the Community Scheduler, as described below. The following conditions and requirements shall apply to priority scheduling of the Fields by LSC:
- 1) LSC shall be granted scheduling priority to ensure that LSC receives a minimum of (a.) sixty percent (60%) of available weekend hours per week; and (b.) seventy two percent (72%) of available weeknight hours per week of the Fields for soccer related activities during the Initial Term and any Extension Term. The Parties will work cooperatively with one another to achieve the said minimum amount of usage of the Fields; provided, however, such scheduling priority shall apply only to the Fields (being defined herein as SWCRP fields #6, #7, #8, and #9) and not to the other fields at the SWCRP.
 - 2) Existing non-soccer related activities, including but not limited to Friday night football events on field #6, shall remain as retained schedule commitments.
 - 3) Usage of the Fields shall be allocated to support the broadest possible community access and diversity of programming for other public use, including adapting weeknight programming from three (3) time slots to four (4) time slots in the daily afternoon/evening window.
 - 4) The scheduling priority granted herein shall apply to all LSC activity requests including, without limitation, tournaments, games, practices, festivals, camps, clinics, and special events.

- 5) The County's Sports Courts and Field Use and Rental Procedures (located on the Williamson County Parks Department website at <https://www.wilcotx.gov/DocumentCenter/View/2570/Sports-Courts-and-Fields-Use-and-Rental-Procedures-PDF>), as amended, outlines the basis for how sports fields space is generally allocated for public use and, to the extent there is a conflict with the terms of this Agreement and the Sports Courts and Fields Use and Rental Procedures, the terms of the Sports Courts and Fields Use and Rental Procedures shall control.

B. Community Scheduler.

- 1) General Obligations. LSC shall fund and provide a dedicated Community Scheduler to manage all soccer-related scheduling for all fields used by LSC at the SWCRP (fields #1 through #11). LSC shall coordinate directly with the Community Scheduler who shall work directly with the County on all soccer-related scheduling for all fields used by LSC at the SWCRP. The Community Scheduler shall follow the County's existing scheduling practices and guidelines.
- 2) Schedule Notice. The Community Scheduler shall maintain an eighteen (18) month rolling schedule of all soccer-related scheduling by LSC and shall review such rolling schedule monthly with the County to ensure consistency and integration with County's existing scheduling practices and guidelines.
- 3) Weekly Coordination. The Parties shall meet or communicate each Thursday to confirm the scheduling and lighting arrangements for the upcoming weekend and for the following week's scheduling and lighting arrangements.

**ARTICLE 5
NAMING RIGHTS TO FIELDS**

- A. License.** During the Initial Term or any Extension Term, County hereby grants to LSC the exclusive license to name the Fields pursuant to the terms hereunder ("Naming Rights"), subject to the written approval of the County, which shall not be unreasonably withheld, and being subject to the Bond Covenants described hereinbelow. Under no circumstances shall the grant of the Naming Rights, or any other provision of this Agreement, be construed to have any effect on the names previously assigned to any other County property, including without limitation the SWCRP.
- B. Markings.** LSC shall be obligated to pay all costs and expenses associated with the Naming Rights, including but not limited to any signage, logos, graphic design or other stylistic form (collectively "Markings") to be used in connection with the Naming Rights. LSC shall always remain the owner of the Markings, including without limitation, the trademark and copyrights associated therewith, if any. Notwithstanding the foregoing or any other term or provision of this Agreement, the appearance, dimensions, and specific location(s) of the Markings are subject to the prior written approval of the County, which said approval shall not be unreasonably withheld. Additionally, LSC agrees and acknowledges that all of the Markings shall be capable of removal without damage to the County's property and shall not in any case be placed, affixed or painted into the artificial turf or onto permanent building structures.

- C. Restrictions on Naming Rights.** In granting the Naming Rights by the County, due regard shall be taken of the need to maintain an appropriate balance between commercial consideration and the County's stewardship role for the public parks and recreation facilities. The Markings must support the image and values of the County and the community. In general, religious and political organizations; or companies whose business is substantially derived from the sale of alcohol, tobacco, firearms, pornography, gambling or lewd and lascivious behavior shall not be eligible for Naming Rights.
- D. Maintenance and Repairs.** LSC shall always keep and maintain any Markings in good repair. Additionally, LSC shall pay all costs and expenses associated with the mounting, power connection (if applicable), repair, maintenance and/or installation of all Markings, and shall pay for removal of all Markings at the end of the Initial Term or any Extension Term.
- E. Change of Markings.** The Markings may be changed to reflect a new name by mutual agreement of the Parties. The cost to change the Markings on any installations shall be the responsibility of LSC.
- F. Revocation of Naming Rights.** In the event LSC fails to comply with the terms and conditions relating to the Naming Rights set out under this Article, the County may revoke the Naming Rights granted to LSC and, in such case, LSC shall not receive any refund or reduction in LSC's Funding or any funding for the Turf Replacement Project provided by LSC hereunder. Furthermore, the County reserves the right to revoke the Naming Rights where, in the County's sole opinion, continuation of the use of the Naming Rights and their associated Markings would bring the County into disrepute and, in such case, LSC shall not receive any refund or reduction in LSC's Funding or any funding for the Turf Replacement Project provided by LSC hereunder.
- G. Duration of Naming Rights.** The Naming Rights granted under this Article shall remain in effect for the duration of the Initial Term or any Extension Term unless otherwise revoked as set out under this Article.

ARTICLE 6 FUTURE TURF REPLACEMENT PROJECT

The Parties agree and acknowledge that artificial turf surfaces have an average expected useful life between eight (8) years and ten (10) years. In the future, the County may choose to remove, replace, install and dispose of the artificial turf and supporting infrastructure that is constructed and installed on the Fields as a part of the Turf Fields Project when the condition of such artificial turf reaches the end of its useful life ("Turf Replacement Project"). LSC desires to provide funding for the future Turf Replacement Project in order to serve as consideration for County's extension of the Initial Term of this Agreement (the "Extension Term" is defined hereinbelow) provided the County chooses to proceed with the Turf Replacement Project and consents to such extension in the future. The terms of this Article shall set out the Parties' agreements in relation to the funding of any future Turf Replacement Project in the event County chooses to proceed with the Turf Replacement Project and consents to an extension of the Initial Term in the future:

- 1) Establishment of Turf Replacement Funding. LSC shall make additional recurring monthly payments to County to be held unencumbered by the County to be used to fund a possible Turf Replacement Project in the future (“Turf Replacement Funding”).
- 2) The Turf Replacement Funding will be initially held by the County in the Turf Fields Project Budget and, once the Turf Fields Project has been completed, all Turf Replacements Funding shall be transferred and thereafter deposited in the Parks Capital Project Fund. The Parks Capital Project Fund is a fund held separately apart from the County’s General Fund and Capital Projects Fund and shall not be used for any other purpose than the Turf Replacement Project or refund to LSC.
- 3) Estimated Replacement Costs. As of the Effective Date, the Parties agree that the estimated cost to fund the future replacement of the artificial turf surface and supporting infrastructure per field is approximately \$700,000 to \$800,000.
- 4) Monthly Payment Amount. Beginning on the first (1st) day of the first (1st) month following the Effective Date, LSC shall pay a monthly payment amount of \$27,000.00 to the County, which shall be held by the County as set out hereinabove.
- 5) Monthly Payment Adjustments. On the fifth (5th) anniversary following the Effective Date, the Parties shall review LSC’s monthly payment amount and, if necessary, adjust the monthly payment amounts to ensure sufficient funding for a future Turf Replacement Project in the event County chooses to proceed with such project and agrees to an Extension Term.
- 6) Commencement of Turf Replacement Project. The Parties acknowledge and agree that timing for commencement of the Turf Replacement Project, if any, is dependent upon the useful life of the artificial turf of the Fields that is installed as a part of the Turf Fields Project, and that such artificial turf’s useful life may end on one or more of the Fields prior to the expiration of the Initial Term, at the time of the expiration of the Initial Term, or at a time after the expiration of the Initial Term. Upon the condition precedent that the County chooses to proceed with the Turf Replacement Project and the Parties mutually agree to the Extension Term pursuant to a written Extension Agreement, as provided hereinbelow, the County may commence the Turf Replacement Project before, at, or following the expiration of the Initial Term depending on the then condition of the Fields and use all of the Turf Replacement Funding to fund the Turf Replacement Project.
- 7) True Up Funding. In the event there is an insufficient amount of Turf Replacement Funding to fully fund the Turf Replacement Project, LSC shall, upon County’s request, provide any necessary excess funding that may be needed to complete the Turf Replacement Project.
- 8) Termination or Failure to Extend Term. In the event this Agreement is terminated prior to the expiration of the Initial Term or either Party does not agree to execute an Extension Agreement for the Extension Term, all Turf Replacement Funding held by County shall be reimbursed to LSC within sixty (60) days of any such termination or upon expiration of the Initial Term, whichever the case may be.

ARTICLE 7 INITIAL TERM AND EXTENSION

- A. Initial Term.** This Agreement shall commence on the Effective Date and continue thereafter for a period of eight (8) years, unless otherwise terminated earlier as provided herein (“Initial Term”).

B. Extension Term. Upon the condition the County decides to proceed with the Turf Replacement Project before, at, or following the expiration of the Initial Term and desires to extend this Agreement with LSC; and provided the LSC also desires to extend this Agreement and the Parties execute a written Extension Agreement, this Agreement shall be extended for an additional eight (8) years beginning on the expiration of the Initial Term (“Extension Term”). All terms, covenants, and provisions of this Agreement shall apply to the Extension Term.

ARTICLE 8 TERMINATION

A. Termination for Default. If either Party commits an Event of Default (a default of any of the covenants, terms and/or conditions of this Agreement), the non-defaulting Party shall deliver written notice of such Event of Default to the defaulting Party. Such notice must specify the nature of the Event of Default and inform the defaulting Party that unless the Event of Default is cured within sixty (60) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting Party begins a good faith attempt to cure the Event of Default within sixty (60) days, then and in that instance, the sixty (60) day period may be extended by the non-defaulting Party, so long as the defaulting Party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Default. If, in the opinion of the non-defaulting Party, the defaulting Party does not cure the Event of Default within sixty (60) days or otherwise fails to make any diligent attempt to correct the Event of Default, the defaulting Party shall be deemed to be in default and the non-defaulting Party may, in addition to seeking the remedies mentioned hereinafter, terminate this Agreement. Termination under this section does not waive either Party's claim for direct damages resulting from the Event of Default, and the non-defaulting Party may, among other remedies, withhold from compensation owed the Defaulting Party an amount necessary to satisfy its claim against the Defaulting Party.

B. Early Termination During Initial Term. Upon one (1) year's written notice to LSC prior to each anniversary date during the Initial Term, the County may terminate this Agreement provided the County reimburses to LSC the LSC Funding used for the Turf Fields Project pursuant to the following reimbursement schedule:

<u>Effective Date of Termination</u>	<u>Percentage of Reimbursement of LSC Funding</u>
January 1, 2027	90%
January 1, 2028	80%
January 1, 2029	70%
January 1 2030	60%
January 1, 2031	50%
January 1, 2032	40%
January 1, 2033	30%
January 1, 2034	20%
January 1, 2035	10%

C. Early Termination During Extension Term. Upon one (1) year's written notice to LSC prior to each anniversary date during the Extension Term (if any), the County may terminate this Agreement provided the County reimburses to LSC funding provided by LSC for the Turf Replacement Project pursuant to the following reimbursement schedule:

<u>Effective Date of Termination</u>	<u>Percentage of Reimbursement of Funding</u>
January 1, 2036	90%
January 1, 2037	80%
January 1, 2038	70%
January 1, 2039	60%
January 1, 2040	50%
January 1, 2041	40%
January 1, 2042	30%
January 1, 2043	20%
January 1, 2044	10%

D. Termination Due to Infeasibility. In the event the County determines, in its sole discretion, that costs for either the Turf Fields Project or the Turf Replacement Project (if this Agreement should be extended in accordance with the terms set out herein) are of such an amount that completion of the Turf Fields Project or the Turf Replacement Project is not monetarily feasible, the County shall have the right to terminate this Agreement and decline funding from the LSC; provided, however, if the LSC has already extended funding to the County as of the date on which the LSC terminates this Agreement under this provision, then and in that event the County shall, within thirty (30) calendar days, reimburse and return all such funding to the LSC.

**ARTICLE 9
BOND COVENANT**

The County and LSC understand and acknowledge that the County may finance the County Funding with the proceeds of obligations, the interest on which is excludable from gross income for federal income tax purposes (Tax Exempt Bonds) and, in connection with the Tax Exempt Bonds, the County will make certain covenants, representations and provisions to assure compliance with the IRC and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto relating to Tax Exempt Bonds. LSC agrees to take, or refrain from, actions to ensure the Tax Exempt Bonds satisfy such covenants, representations and provisions. In particular, but not by way of limitation, LSC will not use or permit the County Funding, or the property financed with Tax Exempt Bond Funds to be used (i) in any activity which constitutes an unrelated trade or business within the meaning of Section 513 of the IRC or (ii) by any person other than a governmental person or an exempt organization described in Section 501(c)(3) of the IRC. Moreover, if the IRC is amended, or regulations or rulings are hereafter promulgated which impose additional requirements applicable to the Tax Exempt Bonds or if it is determined by a court of applicable jurisdiction that this Agreement fails to comply with the terms of the IRC, then the County and LSC agree to renegotiate, in good faith, to amend or replace this Agreement in order to comply with the additional requirements only to the extent necessary to preserve the exemption from federal income taxation of interest on the Tax Exempt Bonds.

**ARTICLE 10
MISCELLANEOUS**

A. Notice. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper Party, at the following address:

LSC:	Lonestar Soccer Club of Austin, Inc. Attn: John Buckler 12325 Hymeadow Drive Suite 1-200 Austin, TX 78750
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County:	Williamson County Judge Steven Snell (or successor) 710 Main Street, Ste. 101 Georgetown, Texas 78626
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B. Assignment. Neith Party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all Parties to this Agreement.

C. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Parties hereto and their respective successors and permitted assigns.

- D. Specific Performance.** The Parties acknowledge that, in the event of a breach on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement.
- E. Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- F. Construction.** Each Party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- G. Appropriation of Funds by County.** To the extent applicable, County believes it has sufficient funds currently available and authorized for expenditure to finance any costs the county shall be obligated to pay under this Agreement. LSC understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.
- H. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or other immunity under the laws of the State of Texas or of the United States.
- I. County's Right to Audit.** LSC agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the LSC which are directly pertinent to the amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The LSC agrees that County shall have access during normal working hours to all necessary LSC facilities and shall provide an adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give the LSC reasonable advance notice of intended audits.
- J. Amendments.** Any amendment to this Agreement must be in writing and signed by the authorized representative(s) for each Party.
- K. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing

the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

- L. Force Majeure.** If the Party obligated to perform is prevented from performance by reasons for which they are not responsible or circumstances beyond their control, including, but without limitation to, “acts of God”, abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the Party affected, whether or not of a similar kind or nature to any of the foregoing (a “Force Majeure Event”). For the avoidance of doubt, Force Majeure Events include the Coronavirus (SARS Cov-2) and such related diseases (e.g. COVID- 19) outbreak., the other Party shall grant such Party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the Party obligated to perform. To obtain release based on force majeure, the Party obligated to perform shall file a written request with the other Party and take reasonable efforts undertaken to mitigate its effects.
- M. Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- N. Prior Agreements.** Except as set forth herein, this Agreement shall not be construed so as to modify, supplement or otherwise alter the provisions of any other agreement between the County and the LSC.
- O. Venue and Governing Law.** Each Party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the Parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- P. Other Necessary Actions and Instruments.** The Parties agree that each will take such other and further actions and execute such other and further consents, authorizations, instruments or documents as are necessary or incidental to effectuate the purposes of this Agreement.
- Q. No Third-Party Beneficiaries.** Except as set forth herein, nothing herein shall be construed to confer upon any person or entity other than the Parties hereto any rights, benefits or remedies under or by reason of this Agreement.

R. Relationship of the Parties. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

S. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

T. Dispute Resolution. Except as otherwise specifically set forth herein, the Parties shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the Parties are unable to resolve the Claim within thirty (30) days following the date on which one Party sent written notice of the Claim to the other Party, and if a Party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the Parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the Parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction. This provision shall survive the termination of the Agreement.

U. Effective Date. This Agreement shall be effective as of January 1, 2026.

V. Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.

IN WITNESS WHEREOF, the authorized representative(s) of the County and the LSC have executed this Agreement on the dates set forth below.

Williamson County, Texas (County)

By: _____
Printed Name: _____

Title: As Presiding Officer,
Williamson County Commissioners Court

Date Signed: _____, 20____

Lonestar Soccer Club of Austin, Inc. (LSC)

By: John A. Buckler, Jr.

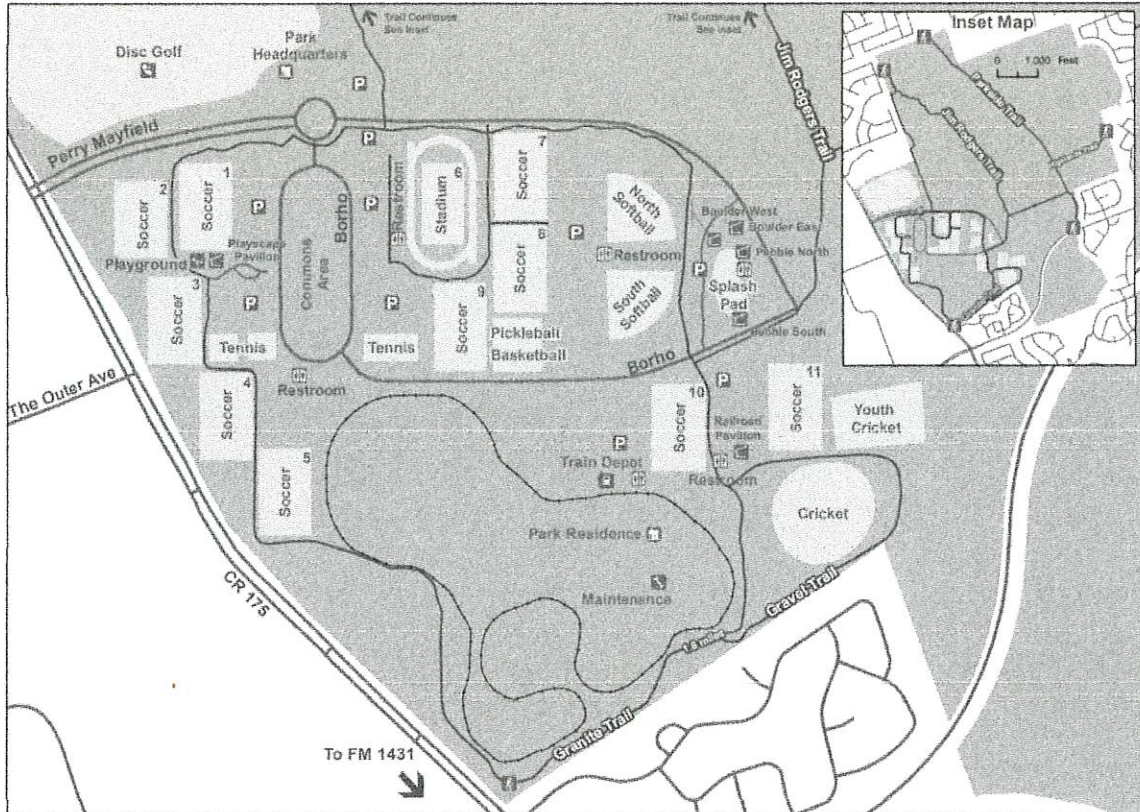
Printed Name: JOHN A. BUCKLER, JR.

Title: PRESIDENT, LONESTAR SOCCER CLUB

Date Signed: 15 Dec _____, 20 25

Exhibit "A"

SWCRP Fields #6, #7, #8 and #9



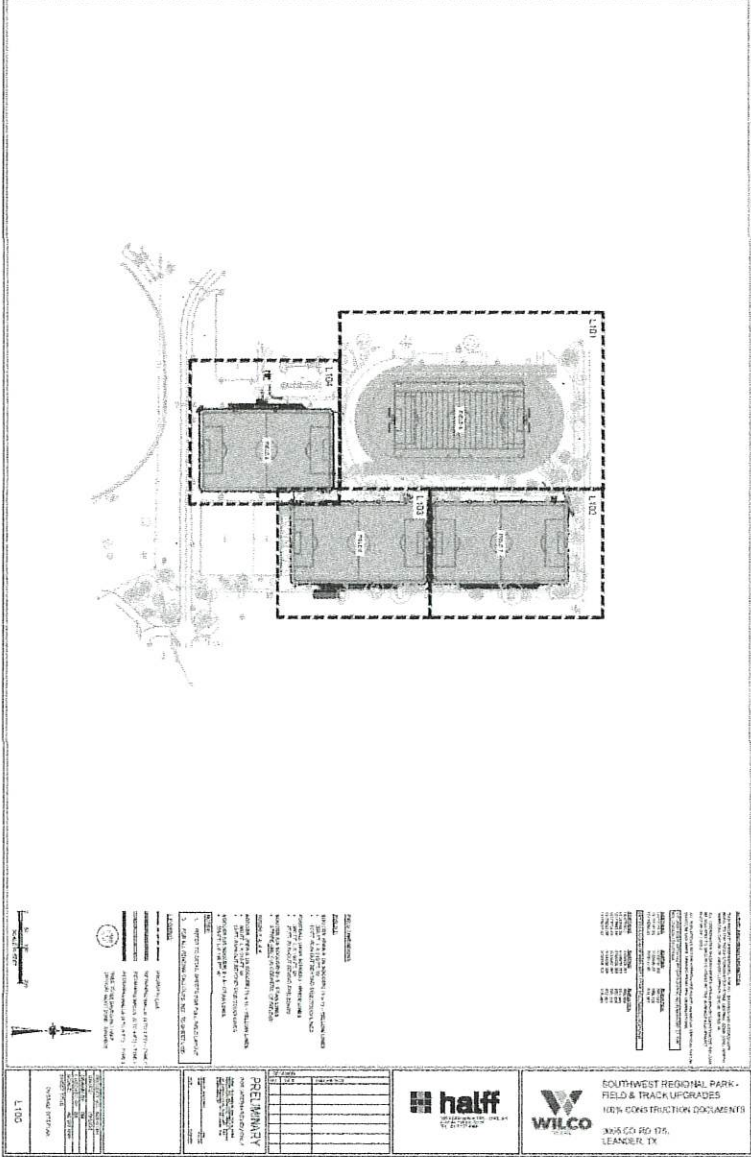
Southwest Regional Park
Williamson County, TX



0 100 200 300 400 500 Feet

This map is a schematic intended only for casual purposes; do not rely on the accuracy of any details without independently confirming them.

MAP DATE: 06/25/2025
MAP CONTACT:
Williamson County GIS Staff
301 DE Inver Loop Suite 107
Georgetown, TX 77626
gis@wilco.org



NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. REFER TO THE ARCHITECTURAL DRAWINGS FOR FINISHES AND MATERIALS.
3. REFER TO THE ELECTRICAL DRAWINGS FOR LIGHTING AND ELECTRICAL SYMBOLS.
4. REFER TO THE MECHANICAL DRAWINGS FOR HVAC AND MECHANICAL SYMBOLS.
5. REFER TO THE CIVIL DRAWINGS FOR UTILITY AND CONSTRUCTION SYMBOLS.
6. REFER TO THE LANDSCAPE ARCHITECTURE DRAWINGS FOR PLANTING AND LANDSCAPE SYMBOLS.
7. REFER TO THE SITE PLAN FOR THE LOCATION OF THE FIELD AND TRACK.
8. REFER TO THE SPECIFICATIONS FOR THE CONSTRUCTION OF THE FIELD AND TRACK.
9. REFER TO THE SPECIFICATIONS FOR THE CONSTRUCTION OF THE SOCCER FIELDS.
10. REFER TO THE SPECIFICATIONS FOR THE CONSTRUCTION OF THE TRACK.

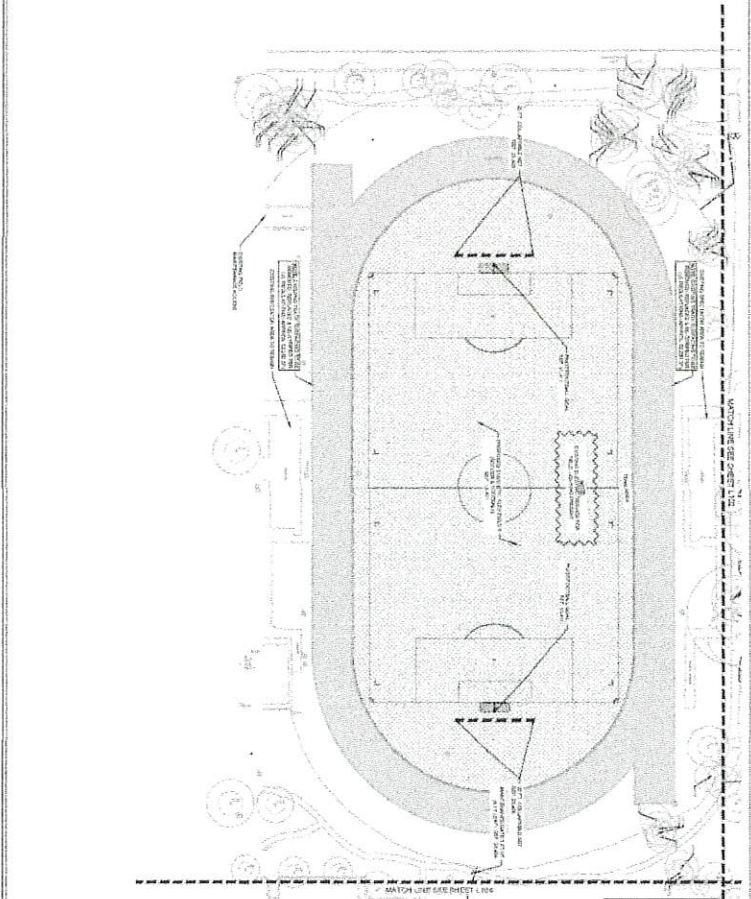
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	05/14/2014
2	ISSUED FOR CONSTRUCTION	05/14/2014
3	ISSUED FOR AS-BUILT	05/14/2014

DATE: 05/14/2014
PROJECT: SW REGIONAL PARK
DRAWING: FIELD & TRACK
SCALE: AS SHOWN
DESIGNED BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

PROJECT: SW REGIONAL PARK
DATE: 05/14/2014
SCALE: AS SHOWN
DESIGNED BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]



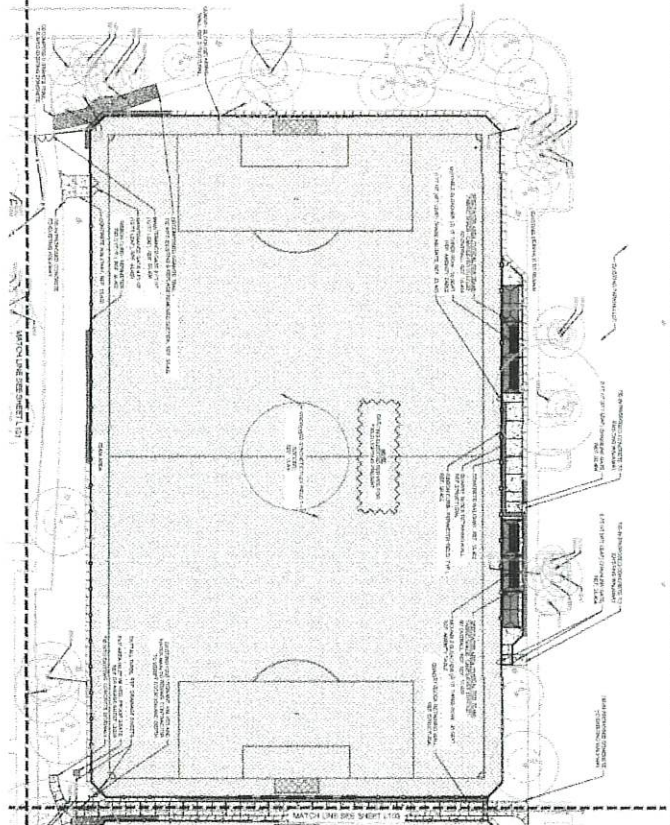
SOUTHWEST REGIONAL PARK -
FIELD & TRACK UPGRADES
ISSUE FOR CONSTRUCTION DOCUMENTS
3815 CA RD STA.
LEANSER, TX



NOTES:

1. ALL DIMENSIONS ARE APPROXIMATE. EXACT DIMENSIONS SHALL BE DETERMINED BY THE FIELD SURVEYOR. THE USER SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS.
2. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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<p>half</p> <p>CONSTRUCTION SERVICES</p>	<p>WILCO</p> <p>CONSTRUCTION SERVICES</p>	<p>SOUTHWEST REGIONAL PARK - FIELD & TRACK UPGRADES 10% CONSTRUCTION DOCUMENTS</p> <p>3000 CO RD 176, LEANDER, TX</p>



REVISIONS

NO.	DATE	DESCRIPTION
1	08/15/11	ISSUED FOR PERMIT
2	08/15/11	ISSUED FOR CONSTRUCTION

PROJECT INFORMATION

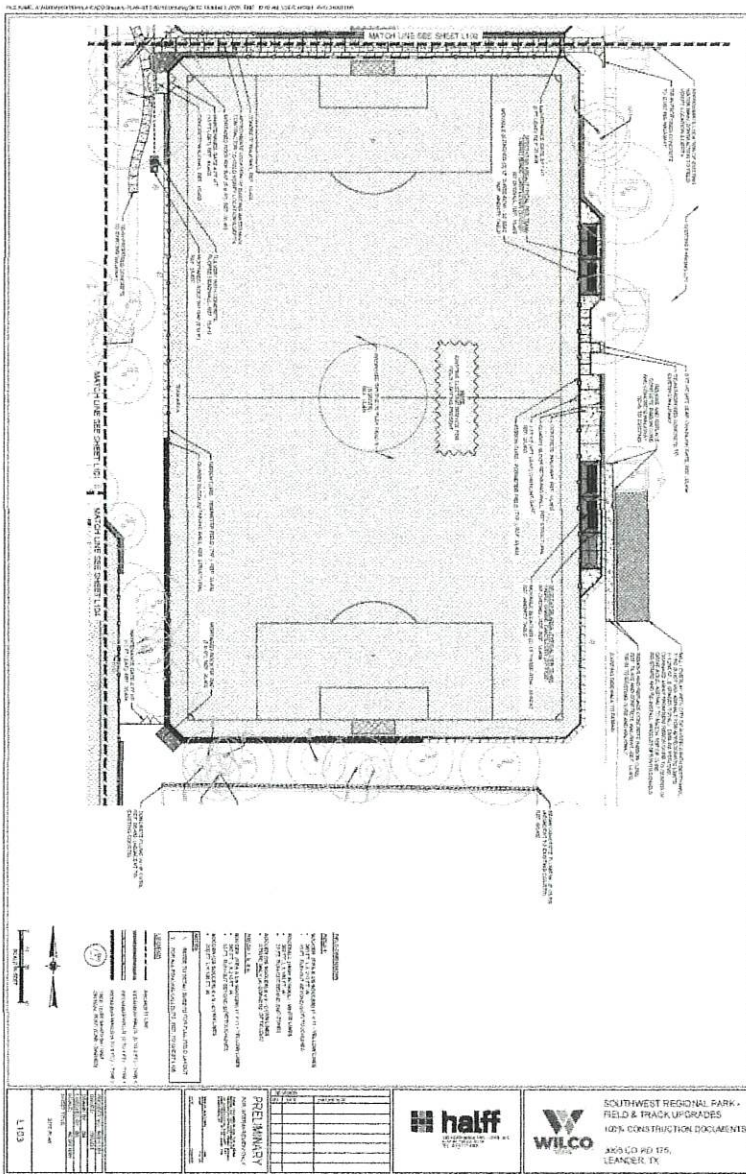
PROJECT: SOUTHWEST REGIONAL PARK - FIELD & TRACK UPGRADES
 CLIENT: WILCO COUNTY
 LOCATION: 3045 CO. RD. 175, LEANER, TX

L102

PREPARED BY: RSE, MINNAPARC
DESIGNED BY: RSE, MINNAPARC
CHECKED BY: RSE, MINNAPARC
DATE: 08/15/11



SOUTHWEST REGIONAL PARK -
 FIELD & TRACK UPGRADES
 WILCO CONSTRUCTION DOCUMENTS
 3045 CO. RD. 175,
 LEANER, TX



NOTES:

1. SEE GENERAL NOTES TO THESE PLANS.
2. SEE SPECIFICATIONS TO THESE PLANS.
3. SEE NOTES TO THESE PLANS.
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10. SEE NOTES TO THESE PLANS.

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/1/10
2	ISSUED FOR CONSTRUCTION	10/1/10
3	ISSUED FOR AS-BUILT	10/1/10

PROJECT INFORMATION

PROJECT NO. 1010101010

PROJECT NAME: SOUTHWEST REGIONAL PARK - FIELD & TRACK UPGRADES

PROJECT LOCATION: 1010101010

PROJECT OWNER: LEADER, EX

half ARCHITECTS

WILCO CONSTRUCTION

SOUTHWEST REGIONAL PARK - FIELD & TRACK UPGRADES
1010101010 - CONSTRUCTION DOCUMENTS

1010101010.DWG
LEADER, EX

DATE: 10/1/10

SCALE: 1" = 40'

PROJECT NO. 1010101010

PROJECT NAME: SOUTHWEST REGIONAL PARK - FIELD & TRACK UPGRADES

PROJECT LOCATION: 1010101010

PROJECT OWNER: LEADER, EX

