

STATE OF TEXAS)

COUNTY OF DALLAS)

CITY OF UNIVERSITY PARK)

AMENDED AGREEMENT FOR JOINT USE OF GERMANY PARK

This agreement is made and entered into on this 4TH day of JANUARY 2011 by and between the City of University Park, a home rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "First Party", and the Highland Park Independent School District, an independent school district organized and existing under the laws of the State of Texas, hereinafter called "Second Party".

WITNESSETH:

WHEREAS, First Party operates a public park known as Germany Park ("Park"), a governmental function; and

WHEREAS, Second Party uses the Park for school athletic programs, a governmental function; and

WHEREAS, First Party and Second Party have heretofore entered into an Agreement for the Joint Use of Germany Park in the City of University Park for such purposes and thereafter amended such Agreement; and

WHEREAS, the parties desire to further amend the Agreement as provided herein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

First Party and Second Party, for and in consideration of the premises and other good and valuable consideration, hereby agree as follows:

1. This Agreement is entered into by the Parties in accordance with Chapter 791 of the Texas Government Code, as amended. This Agreement was previously modified to begin on August 20, 2006, and is automatically renewed annually unless otherwise terminated, to run through August 19, 2026, provided that the Agreement for Joint Use of Germany Park entered into by and between First Party and Second Party on August 19, 1991, as heretofore modified, shall remain in full force and effect, except as further modified hereby.

2. Germany Park is the property of First Party and shall be operated and maintained by First Party as a public park, save and except for the maintenance and repair of the field events areas and storage-restroom building at the north end of the Park, which shall be the responsibility of Second Party. The Party paying for any obligation undertaken herein will make such payments from current revenues available to it for such purpose.

3. Subject to the provisions hereinafter set forth, during the hours of 3:00 p.m. to 5:00 p.m. of each day, except Saturdays and Sundays, from January through May of each year, Second Party shall have access to the track, field events areas and playing field and shall have exclusive use thereof, provided Second Party shall erect, at the entrances to the track and playing fields, during such hours of exclusive use only, appropriate signs, the size, wording, type and locations of which shall be reviewed and approved by the Parks Director, giving notice to the public of Second Party's exclusive use during such hours.

4. Second Party shall also have exclusive use of the track, field events area, and playing field for competitive events which may be held on not more than ten (10)

days during the school year, provided Second Party shall give notice to the Parks Director of First Party at least thirty (30) days in advance of its need for the exclusive use of said facilities.

5. In connection with the Agreement, First Party will at its expense:

a. Furnish water and electricity for the storage-restroom building at the north end of the Park, provided that the building is owned by and shall be used exclusively and maintained by Second Party; and

b. Maintain the track, all landscaping, exercise stations, fence, playing field and soccer goals, tennis courts, parking lot, water fountains, and bleachers.

6. In connection with this Agreement, Second Party will:

a. At its expense, maintain the field events area and the storage-restroom building, including the repair and replacement, when needed, of the artificial surfaces of the field events areas and the storage-restroom building. Renovation or replacement of any facility in the Park shall be done in accordance with plans and specifications approved by the Parks Director and Director of Public Works of the City or his designee;

b. Have priority rights on the use of the field and track at times other than specified herein, provided that sufficient advance notice is given to First Party, and further provided that Second Party is reasonable in its requests and respects the needs of the public in its use of the Park;

c. Not establish, maintain, nor operate permit any concessions for the sale of food or beverages of any kind or character in the Park;

d. Not establish, maintain, nor operate any loud speaker system, as a fixture, on any of the Park premises;

e. Not increase the capacity for seating of spectators to more than two hundred (200) places; and,

f. Not install or permit the installation of any lighting other than the low intensity lighting presently in place for security purposes.

7. The rights and benefits of Second Party under this Agreement shall not be assigned, transferred, conveyed, or otherwise disposed of by Second Party by contract, operation of law or otherwise, and any attempt on the part of Second Party to do so or the occurrence of any event which shall have the legal effect of causing any such transfer, assignment, conveyance, or other disposition of such rights and benefits of Second Party hereunder.

8. First Party represents and warrants that this Agreement has been entered into in accordance with law and with the full approval of its City Council.

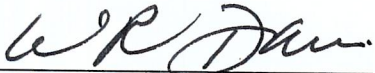
9. Second Party represents and warrants that this Agreement has been entered into in accordance with the law and with the full approval of its Board of Trustees.

EXECUTED in duplicate originals on the date and year first written above.


[SIGNATURE PAGE FOLLOWS]

First Party:

CITY OF UNIVERSITY PARK

By: 
Mayor

ATTEST:

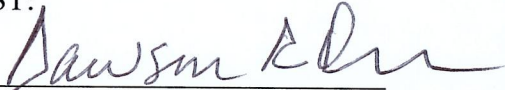

City Secretary

Second Party:

HIGHLAND PARK INDEPENDENT
SCHOOL DISTRICT

By: 
President, Board of Trustees

ATTEST:


Superintendent