

First Party and Second Party, for and in consideration of the premises and other good and valuable considerations, hereby agree to amend the Agreement to read as follows:

1. This Amended Agreement is entered into by the Parties in accordance with Chapter 791 of the Texas Government Code, as amended, to renew and extend the Agreement for Joint Use of Germany Park entered by and between First Party and Second Party on August 19, 1991, as heretofore modified, and shall remain in full force and effect, except as further modified hereby. The extended term of the Agreement shall commence on the effective date hereof and the term will be renewed automatically annually on the anniversary date of the effective date for an additional year. The Agreement will remain in full force and effect until August 19, 2041, unless otherwise terminated.

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 5:30 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 shall be used exclusively and maintained by Second Party during the term of this Agreement; 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 or 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 loudspeaker 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 to be effective 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