

FIRST AMENDMENT TO LAND USE AGREEMENT FOR CALAVERAS PARK

The City of San Antonio, acting by and through City Public Service Board (“CPS Energy”), and City of San Antonio (the “City”) are parties to that certain Land Use Agreement for Calaveras Park pursuant to Ordinance No. 72473, and dated October 21, 1990, and any subsequent amendments thereto (collectively, the “Agreement”). CPS Energy and the City mutually desire to modify the Agreement as set forth in this First Amendment (the “First Amendment”).

FOR AND IN CONSIDERATION of the promises set forth herein, the sufficiency of which is hereby acknowledged, CPS Energy and the City agree to modify the contract as follows:

1. Section 3.2 is hereby deleted in its entirety and replaced with the following:

3.2 CPS Energy hereby grants the City the option to renew the term of this lease for three (3) successive additional five (5) year terms each (each an “Extension Term”) provided that the City gives written notice of its desire to renew this Agreement to CPS Energy no less than six (6) months prior to expiration of the relevant Extension Term and CPS Energy agrees to such renewal in writing.

2. Section 10.1 is hereby deleted in its entirety and amended as follows:

10.1 CPS and the City each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

3. Section 11.2 is added as follows:

**11.2 INDEMNITY**

**CPS Energy and the City acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. CPS Energy and City shall each promptly notify the other in writing of any claims or demands that become known against them in relation to or arising out of activities under this Agreement.**

4. Section 13.6 is hereby amended as follows:

13.6 Notwithstanding any of the foregoing provisions which may be to the contrary, CPS Energy shall have the right to terminate this Agreement at will with at least six (6) months written notice to the City.

5. Notwithstanding anything to the contrary either stated or implied herein, the changes set forth in this First Amendment shall be effective January 1, 2015.

It is understood and agreed that this First Amendment does not alter or change any other provision within the Agreement and all other terms and conditions of the Agreement shall remain in full force and effect.

The City of San Antonio, acting by and through City Public Service Board

By:  \_\_\_\_\_

Printed Name: John L. Benedict

Title: Senior VP Chief Administrative Officer

Date: 2-23-15

The City of San Antonio

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_