

AMENDMENT #1 TO CARETAKER LEASE AGREEMENT

AT PHIL HARDBERGER PARK

This Amendment #1 to the Lease Agreement at the Phil Hardberger Park is made by and through the CITY OF SAN ANTONIO, a Texas municipal corporation ("City"), acting by and through its City Manager or her designee, pursuant to Ordinance No. _____, dated _____, 20____ ("CITY") and Dale Chumbley ("RESIDENT").

WHEREAS, **RESIDENT** currently serves as caretaker of the Phil Hardberger Park property through a lease Agreement terminating on August 31, 2015 as authorized by Ordinance # 2013-06-13-0420; and

WHEREAS, **CITY** desires to continue the service of a live-in caretaker and **RESIDENT** has offered to continue to serve in the capacity of caretaker of portions of Phil Hardberger Park throughout the term of this Agreement and **CITY** desires to extend the term of this Agreement to **RESIDENT** to reside on and use the property as prescribed in this Amendment; and

WHEREAS, the **CITY** desires to lease the limestone building that was the original homestead on the Voelcker property to the Phil Hardberger Conservancy for administrative purposes; and

WHEREAS, the limestone building the **CITY** desires to lease to the Phil Hardberger Park Conservancy is located within the area currently leased to **RESIDENT**; and

NOW THEREFORE, the **CITY** and **RESIDENT** hereby agree to amend the Lease Agreement as follows:

1. ARTICLE 2. APPOINTMENT IS MODIFIED AS FOLLOWS:

Paragraph 2.1 is hereby deleted in its entirety and replaced with the following:

"City hereby designates **RESIDENT** as primary resident and maintainer of approximately 1.01 acres containing a single family residence, a well immediately adjacent to the residence, an adjacent garage on Voelcker Lane and a chicken coop, as described in Exhibit A-1. **RESIDENT** accepts the obligations and agrees to perform the services and duties as required by this Agreement".

2. ARTICLE 3. USE OF HOMESTEAD BY RESIDENT IS MODIFIED AS FOLLOWS:

Paragraph 3.2 is hereby deleted in its entirety and replaced with the following:

"The chicken coop may be used by **RESIDENT** for livestock and agricultural purposes".

Paragraph 3.3 is deleted in its entirety.

3. ARTICLE 4. TERM OF AGREEMENT IS MODIFIED AS FOLLOWS:

Paragraph 4.1 is hereby modified to delete the first sentence in its entirety and replace with the following:

“The term of this agreement shall expire September 30, 2017, if not earlier terminated according to the terms of this Agreement”.

All other terms of the original License Agreement shall stand as otherwise stated.

Signed this _____ day of _____, 20____.

CITY OF SAN ANTONIO

RESIDENT

By: _____
Sheryl Sculley, City Manager

By: 
Dale Chumbley, Resident

Exhibit A - Premises

