

**AMENDMENT NO. 4  
TO  
MCALLISTER PARK LITTLE LEAGUE, INC.  
LICENSE AGREEMENT**

This Amendment (hereinafter called the “Amendment”) to the McAllister Park Little League, Inc. License Agreement is entered into by and between the City of San Antonio (herein called the “CITY”), a Texas municipal corporation, acting by and through its City Manager, and McAllister Park Little League, Inc. (hereinafter called “LICENSEE”), acting by and through its duly authorized corporate representative, as set out below. WITNESSETH:

**WHEREAS**, in September 2008, McAllister Park Little League entered into a License Agreement for operations and maintenance of the 46.9 acre Upper Baseball Fields at McAllister Park; and

**WHEREAS**, the initial term of the License Agreement was five (5) years with up to seven (7), five (5) year renewal options subject to the approval of City Council; and

**WHEREAS**, in December 2018, McAllister Park Little League entered into a separate Sports License Agreement for the 13.6 acre Lower Baseball Fields at McAllister Park; and

**WHEREAS**, it is no longer necessary to have separate agreements for the identical operations and maintenance duties of the Upper and Lower Baseball Fields;

**NOW THEREFORE**, in consideration of the terms, covenants, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Agreement entered into by and between the CITY and the LICENSEE is amended as follows:

- 1. Article 2.1** Article 2.1 of the Agreement is amended to incorporate the addition of 13.6 acre Lower Baseball Fields to the 46.9 acre Upper Baseball Fields:

“For so long as LICENSEE maintains its non-profit and 501(c)(3) status and remains in good standing with its governing body throughout the term of this Agreement, CITY hereby designates LICENSEE as the primary user and maintainer of the approximately **60.54 acres** at McAllister Park being part of N.C.B. 13752, San Antonio, Bexar County, and LICENSEE hereby accepts such obligations and agrees to perform such services and duties as required hereafter.”

Except as amended hereby, all other provisions of the Agreement are hereby retained in their entirety and remain unchanged.

*[Remainder of this page left intentionally blank.]*

**EXECUTED AND AGREED TO** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF SAN ANTONIO**

**MCALLISTER PARK LITTLE LEAGUE, INC.**

By: \_\_\_\_\_  
Homer Garcia III  
Director

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

\_\_\_\_\_  
Printed Name & Title

**APPROVED:**

By: \_\_\_\_\_  
City Attorney

## **EXHIBIT A**