

**FIRST AMENDED MAINTENANCE REIMBURSEMENT AGREEMENT**

This First Amended Maintenance Reimbursement Agreement (“Amended Agreement”) is entered effective January 1, 2023 by and among the **CITY OF MCKINNEY**, a Texas municipal corporation (the “City”) and **STONEBRIDGE RANCH COMMUNITY ASSOCIATION, INC.** (the “Association”).

**RECITALS**

- A. Newland Communities (hereinafter referred to as (Stonebridge)), as the prior owner of undeveloped areas of Stonebridge Ranch, is the “Developer” under that certain Development Agreement executed between the City and Gibraltar Savings Association dated as of January 21, 1986, as amended (the “Development Agreement”).
- B. In separate agreements between the Association and Stonebridge’s predecessor, the Association assumed certain maintenance obligations with respect to those areas described in Section VIII (A)(2) of the Development Agreement (the “Maintenance Obligations”).
- C. The parties desire to enter into this Amended Agreement to describe the City’s financial contributions with respect to the Maintenance Obligations.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Association hereby agree as follows:

- 1. Term. The term of this Amended Agreement shall be from January 1, 2023 through December 31, 2027.
- 2. City’s Obligations. The City acknowledges that on or about December 31, 1993, it issued certificates of occupancy for 1,051 dwelling units within the Stonebridge Ranch Development. As a result, the City is responsible to perform the Maintenance Obligations.
- 3. Association’s Obligations. In consideration of sums payable by the City as set forth below, except for maintenance of the hike-and-bike trails, the Association shall continue to perform the Maintenance Obligations during the term of this Amended Agreement. The City shall maintain the concrete surface and sub-base of the hike-and-bike trails. Any maintenance issue not governed by Section VIII (A) (2) of the Development Agreement shall be governed by applicable ordinances of the City.
- 4. Payment. As payment for the Association performing the Maintenance Obligations During the term of this Amended Agreement and subject to non-appropriation under Paragraph 5 below, the City shall pay to the Association the total annual sum of \$205,504.00 payable as follows:

March 31	\$51,376.00
June 30	\$51,376.00
September 30	\$51,376.00
December 31	\$51,376.00

5. Non-Appropriation by City. If in a subsequent budget year the City fails to appropriate or otherwise make available funds sufficient to fund the payments set forth in this Amended Agreement, the Association may unilaterally terminate this Amended Agreement upon thirty (30) days written notice to City. In the event of termination due to non-appropriation, the City shall pay Association for all undisputed fees and expenses related to the Maintenance Obligations the Association has performed prior to the effective date of termination as Association's sole remedy for City's non-appropriation. Nothing in this paragraph shall relieve the City from its Obligations under Paragraph 2.
6. Maintenance Standard. The Association shall maintain the facilities and areas subject of this Amended Agreement to a level equivalent to that level of maintenance currently performed thereupon by the Association as of the effective date hereof. Included therein are the requirements of mowing, watering, fertilizing, pruning, planting, replanting, and erosion control. This list is not exhaustive but is merely illustrative. The parties agree to hold semi-annual meetings to evaluate maintenance issues and to address continued conservation of resources. The Association shall support and promote the central objectives of the City of McKinney's water conservation plan to reduce water waste and improve efficient water. Rain and freeze sensors capable of multiple programming will be used in all new irrigation installations, and retrofitting existing systems with such sensors shall continue. Reasonable efforts to prevent irrigation spray on impervious surfaces and non-irrigated areas will be utilized. The Association will adhere to all water restrictions during the City of McKinney's drought stages.
7. Association's Default. Should the Association fail to perform hereunder within a reasonable period of time and to the standards set forth herein, the City may initiate maintenance (upon written notice outlining the default and providing a reasonable time period for cure based upon the nature of default) and deduct its costs (at actual hourly rates) in performing such maintenance from the next payment due hereunder.
8. Miscellaneous.
  - a. Time. Time is of the essence of every term and provision in this Amended Agreement in which time is an element.
  - b. Attorney's Fees. In the event that any action is instituted between the parties in connection with this Amended Agreement, the prevailing party, whether before the trial of fact or on appeal, shall be entitled to recover from the losing party all of the prevailing party's expenses, including costs, expert witness fees and reasonable attorney's fees.
  - c. Successors and Assigns. This Amended Agreement shall be a binding one and shall inure to the benefit of the parties and their respective successors and assigns.
  - d. Counterparts. The parties may execute this Amended Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
  - e. Governing Law. This Amended Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

- f. Further Assurances. The parties agree to take such further actions and to sign such further documents as may be reasonably necessary or appropriate to fulfill the intent of, and to complete the transactions described in this Amended Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Agreement as of the date written above.

**STONEBRIDGE RANCH COMMUNITY ASSOCIATION, INC.**

By:   
Printed Name: JON DELL 'ANTONIA  
Title: President

Date: May 19, 2022

**CITY OF MCKINNEY**

By: \_\_\_\_\_  
Printed Name: PAUL G. GRIMES  
Title: City Manager

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

ATTEST:

\_\_\_\_\_  
EMPRESS DRANE  
City Secretary  
JOSHUA STEVENSON  
Assistant City Secretary

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