

**SECOND AMENDMENT
TO THE
MANAGEMENT AGREEMENT
AND AMENDMENT TO THE
BILL OF CONVEYANCE AND AGREEMENT**

This Second Amendment ("Second Amendment") to the Management Agreement is executed between Collin County, Texas ("County") and Young Men's Christian Association of Metropolitan Dallas ("Operator") (together, the "Parties"), as of the last date set forth below.

WHEREAS, the County and the Operator entered into that certain Management Agreement dated on or about December 9, 2002 (the "Management Agreement"); and

WHEREAS, the County and the Operator entered into that certain Bill of Conveyance and Agreement dated on or about February 2006 (the "Conveyance Agreement"); and

WHEREAS, the County and the Operator entered into that First Amendment to the Management Agreement (the "First Amendment") on or about November 11, 2014; and

WHEREAS, the Parties desire to amend the terms of the Management Agreement and the Conveyance Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promise and covenants made herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 3 of the Management Agreement is amended to provide as follows:

3. Term and Termination. This Agreement is effective as of the date hereof (the "Effective Date") and shall terminate at 11:59 p.m. on June 27, 2025, by which date Operator shall completely vacate the Youth Camp. Additionally, the Operator shall conclude all Permitted Uses of the Youth Camp on or before May 29, 2025, after which time, Operator shall occupy the Youth Camp solely for the purposes of winding up its operations.

2. Section 10, subsections (b) and (f), of the Management Agreement are deleted in their entirety. The Parties acknowledge that the County shall have no further repair and/or maintenance obligations under the Agreement.

3. Section 10, subsection (c), of the Management Agreement is amended to provide as follows:

(c) Operation; Good Repair. Operator shall, at its own cost and expense, operate the Youth Camp consistent with the operation of

similar youth camp grounds in the State of Texas and only in accordance with the Permitted Uses and shall maintain the Youth Camp in a clean, orderly and safe condition, including without limitation, addressing all life and safety maintenance items, and shall maintain the grounds of the Youth Camp, including, without limitation, ensuring the regular mowing of grass and maintenance of the landscape and wastewater facilities.

4. Paragraph 3 of the Conveyance Agreement is amended to read as follows:

3. It is expressly understood and agreed that this conveyance shall be effective for only so long as the Management Agreement is in effect. Upon the expiration or termination of the Management Agreement, all rights, title, and interest in Exhibit A (the Assets) conveyed by this Agreement, save and except those assets identified as "Recreational Equipment" on Exhibit A of the Conveyance Agreement shall automatically revert to and vest in the County, the County's successors, and assigns, without the necessity of any further act on the part of or on behalf of the County, it being the intent of the County to convey a determinable interest in the Assets to the Operator. The Operator hereby agrees to deliver the Assets, save and except those assets identified as "Recreational Equipment," to the County upon the expiration or termination of the Management Agreement, free and clear of all liens, debts, and obligations and in good repair and condition, reasonable wear and tear excepted. The Operator further agrees to take any action and to execute and deliver any such documents, without additional consideration, as the County may reasonably request in order to carry out or perfect the terms of this Section 3.

5. Paragraph 4 of the Conveyance Agreement is deleted in its entirety.

6. The Parties each release the other of and from any and all disputes, claims, demands, and causes of action of any kind whatsoever, whether known or unknown, whether held by assignment or otherwise, and whether sounding in tort, contract, or trespass, or arising by operation of law or statute, that such Party has against the other Party in any way arising out of or related to the Agreement up to the date of the execution of this Second Amendment. The foregoing notwithstanding, nothing herein shall be deemed to release a Party from any obligation to the other Party, in whole or in part, which arises after the execution of this Second Amendment.

OPERATOR:

**YOUNG MEN'S CHRISTIAN
ASSOCIATION OF METROPOLITAN
DALLAS,**
A Texas Nonprofit Corporation

By: 

Name: CURT HAZELBAUER

Title: PRESIDENT & CEO

Date: 3-12-2025

COUNTY:

COLLIN COUNTY, TEXAS

By: _____

Chris Hill

County Judge

Date: _____