

**SECOND AMENDMENT TO AGREEMENT FOR THE
PROVISION OF NONSTANDARD RETAIL WATER SERVICE
(Fitzhugh 83)**

This Second Amendment for the Provision of Nonstandard Retail Water and Wastewater Service (the "Second Amendment") is entered into by and between the West Travis County Public Utility Agency (the "WTCPUA") a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, and Clayton Properties Group, Inc., a Tennessee corporation, formerly known, and qualified to do business in Texas, as CMH Parks, Inc., doing business as Brohn Homes ("Developer"). Unless otherwise specified, the term "Parties" shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer and WTCPUA have previously entered into that certain Agreement For the Provision of Nonstandard Retail Water and Wastewater Service dated July 23, 2018, as amended by the First Amendment to extend the Reservation Period dated June 16, 2022 ("NSSA"); and

WHEREAS, Developer and the WTCPUA desire to enter into this Second Amendment to include provisions regarding the funding of facilities necessary for WTCPUA to provide water service to the Developer.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following:

ARTICLE 1

Section 1. The NSSA is amended to add Section 3.3 Developer--WTCPUA Reimbursement, to read as follows:

Section 3.3 Developer--WTCPUA Reimbursement. Developer is entitled to reimbursement by the WTCPUA for the upsizing of an 8" waterline to a 16" diameter waterline associated with the Proposed Development, which is estimated to cost \$429,720 ("Developer Reimbursement Amount"). The Developer Reimbursement Amount is subject to deductions for the cost to extend an 8" waterline by the WTCPUA, which is estimated to cost \$223,861. After completion of such facilities and the application of deductions, WTCPUA shall pay Developer the difference between the Developer Reimbursement Amount and the offsets described above which is estimated at this time to be \$205,859 within 45 days of Developer's delivery to WTCPUA of a detailed cost summary documenting actual costs paid by Developer for the Developer Facilities in a form and manner approved by the WTCPUA.

Section 2. All of the other terms and conditions of the Agreement remain in effect.

IN WITNESS WHEREOF, this instrument is executed as of the last date appearing below.

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: 

Scott Roberts, President
Board of Directors

Date: 12/14/23

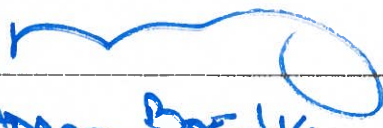
ATTEST:

By: 

Walt Smith
Secretary/Treasurer

Date: 12/14/23

CLAYTON PROPERTIES GROUP, INC., a Tennessee Corporation, formerly known, and qualified to do business in Texas, as **CMH PARKS, INC.,** doing business as **BROHN HOMES**

By:  _____

Name: Adam Boedig.

Title: VICE PRESIDENT

Date: 1/16/24.