

AMENDMENT No. 1 TO PROFESSIONAL AND UTILITY SERVICES AGREEMENT

This Amendment No. 1 to Professional and Utility Services Agreement (this "Amendment") is entered into effective _____, 2015 (the "Effective Date"), between Kelly Lane Water Control and Improvement District No. 2 (the "District") and the City of Pflugerville (the "City").

RECITALS

The District and the City previously entered into a "Professional and Utility Services Agreement" dated August 6, 2012 (the "Agreement"), pursuant to which the City agreed to operate, maintain, and manage the Water and Wastewater System (as defined in the Agreement) and provide for Municipal Solid Waste Disposal Services (as defined in the Agreement).

The District and the City now desire to amend the Agreement, as provided below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All terms delineated with initial capital letters in this Amendment that are defined in the Agreement have the same meanings in this Amendment as in the Agreement. Other terms have the meanings commonly ascribed to them.

2. Pflugerville Capital Recovery Fees for the Service Area. The second sentence in Section 2.01 of the Wholesale Wastewater Service Addendum attached to the Agreement is deleted in its entirety and replaced with the following:

"The wastewater Capital Recovery Fee will be paid to the City prior to the issuance of a building permit."

3. Miscellaneous. Capitalized terms not defined in this Amendment have the meanings ascribed to such terms in the Agreement. Except as specifically provided in this Amendment, the terms of the Agreement continue to govern the rights and obligations of the parties, and all terms of the Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Agreement. This Amendment may be executed in one or more counterparts (including, without limitation, facsimile or electronically scanned counterparts), all of which will be considered one and the same agreement, it being understood that all parties need not sign the same counterpart.

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[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Amendment has been executed to be effective as of the Effective Date.

CITY:

CITY OF PFLUGERVILLE, TEXAS

By: _____
Brandon Wade, City Manager

Date: _____

ATTEST:

DISTRICT:

KELLY LANE WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 2

By: _____
Mark Kalish, President
Board of Directors

Date: _____