

**FIFTH AMENDMENT  
TO  
OLIVEHURST PUBLIC UTILITY DISTRICT FEE CREDIT AND REIMBURSEMENT  
AGREEMENT FOR WATER AND SEWER FACILITIES  
(Plumas Lake Specific Plan South Area)**

THIS FIFTH AMENDMENT TO OLIVEHURST PUBLIC UTILITY DISTRICT FEE CREDIT AND REIMBURSEMENT AGREEMENT FOR WATER AND SEWER FACILITIES (this “**Amendment**”) is dated as of August \_\_, 2022 (the “**Effective Date**”) and entered into by and between OLIVEHURST PUBLIC UTILITY DISTRICT (“**OPUD**”), and the parties listed as “**Developers**” on the signature pages attached hereto (collectively, “**Developers**”), who agree as follows:

**R E C I T A L S :**

WHEREAS, Developers (and/or their predecessors in interest) and OPUD entered into that certain Olivehurst Public Utility District Fee Credit and Reimbursement Agreement for Water and Sewer Facilities, dated September 16, 2004 (the “**Original Agreement**”), as amended by Amendment No. 1 thereto dated May 2010 (the “**First Amendment**”), as further amended by Amendment No. 2 thereto dated May 15, 2014 (the “**Second Amendment**”), as further amended by Amendment No. 3 thereto dated October 16, 2014 (the “**Third Amendment**”), as further amended by Amendment No. 4 thereto dated March 21, 2016 (the “**Fourth Amendment**”) (the Original Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment shall be referenced herein collectively as the “**Agreement**”).

WHEREAS, OPUD and Developers desire to amend the Agreement, all as set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, OPUD and Developers hereby agree as follows:

1. **Recitals; Defined Terms.** The foregoing recitals are true and are incorporated herein by this reference as though set forth in full. Unless otherwise expressly defined herein, all initially capitalized terms used herein shall have the meanings ascribed to them in the Agreement.
2. **Expansion of Additional Water Improvements.** The term Additional Water Improvements (as defined in the First Amendment) is hereby modified to add and include the Plumas Lake Water Treatment Plant Manganese Treatment Expansion Improvements (as described in detail on **Exhibit A** attached to this Amendment which is incorporated herein by this reference). Exhibit A attached hereto includes a summary of the nature and cost of such Plumas Lake Water Treatment Plant Manganese Treatment Expansion Improvements.
3. **Status of Well No. 34.** For purposes of clarification, the parties hereto acknowledge and agree that Well #34, as described in Item No. 1 of Exhibit A to the First Amendment, has been completed and the Developers have been fully reimbursed therefore.
4. **Reimbursements.** OPUD acknowledges and agrees that OPUD shall utilize Available CFD Proceeds in the amount of Three Million Two Hundred Forty-Four Thousand Dollars (\$3,244,000.00) to construct the Plumas Lake Water Treatment Plant Manganese

Treatment Expansion Improvements and the Water Storage Tank (as described in Item No. 2 of Exhibit A to the First Amendment). OPUD shall not use such Available CFD Proceeds for any other purpose whatsoever. Upon completion of the Plumas Lake Water Treatment Plant Manganese Treatment Expansion Improvements and/or the Water Storage Tank, as applicable, OPUD shall, within thirty (30) days of completion, reimburse Developers for the full amount of the cost to construct such Additional Water Improvement from available funds derived from the District-wide Water Fees collected by OPUD. In the event the amount of reimbursement owed to Developers exceeds the available funds derived from the District-wide Water Fees then collected by OPUD, OPUD shall pay Developers on a quarterly basis as and when additional funds become available from the District-wide Water Fees collected by OPUD until such reimbursement shortfall is fully paid to Developers. Developers' reimbursement rights hereunder shall have priority over any other future expenditures from District-wide Water Fees revenues. In no event, however, shall reimbursements to Developers for the Plumas Lake Water Treatment Plant Manganese Treatment Expansion Improvements and/or the Water Storage Tank from the District-wide Water Fees collected by OPUD exceed Three Million Two Hundred Forty-Four Thousand Dollars (\$3,244,000.00) in the aggregate.

5. **Conflict.** This Amendment is and shall be construed as a part of the Agreement. In case of any inconsistency between this Amendment and the Agreement, the provisions containing such inconsistency shall first be reconciled with one another to the maximum extent possible and, then to the extent of any remaining inconsistency, the terms of this Amendment shall be controlling.

6. **Ratification.** All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect.

7. **Counterparts; Authority; Electronic Signatures.** OPUD and Developers hereby agree that this Amendment may be executed in multiple counterparts which, when signed by OPUD and all Developers, shall constitute a binding agreement. OPUD and Developers further represent and warrant that each natural person who is executing this Amendment on its behalf has the full power and authority to execute this Amendment and to bind it to the terms hereof. An electronic or digital signature of this Amendment shall be valid and effective to bind OPUD and each of the Developers so signing.

[Signatures on Next Page]

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment as of the date indicated above.

**OPUD:**

OLIVERHURST PUBLIC UTILITY DISTRICT

By: \_\_\_\_\_  
President of the Board of Directors

Attest:

\_\_\_\_\_  
Clerk of the Board

Approved as to form:

By: \_\_\_\_\_  
OPUD Counsel

**DEVELOPERS:**

CRESLEIGH HOMES CORPORATION, a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

LENNAR RENAISSANCE, INC., a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

PLUMAS 134, L.P., a California limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

RIO DEL ORO – YUBA, LLC, a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## **Exhibit A**

### **Summary Description and Cost of Plumas Lake Water Treatment Plant Manganese Treatment Expansion Improvements**

The Plumas Lake Water Treatment Plant Manganese Treatment Expansion Improvements will enable Wells 31 and 32 to operate together and increase total well production from 3,100-gpm to 5,550-gpm. The Plumas Lake Water Treatment Plant Manganese Treatment Expansion Improvements include the following components:

1. Concrete pad for new filters
2. Installation of three new (3) horizontal pressure filters
3. Replacement of existing propeller meters with new magnetic meters
4. Replacement of existing filter motor operating valves (MOV) with new filter MOV valve
5. Plant piping to connect the new filters to the Water Treatment Plant
6. PLC Replacement with new operational programming and facility controls
7. Electrical: conductors and conduits to operate the new instruments, magnetic meters, and MOV valves
8. Paving repair: paving repair where existing paving is damaged due to the foregoing improvements

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TO  
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AGREEMENT FOR WATER AND SEWER FACILITIES  
(Plumas Lake Specific Plan South Area)**

THIS FIFTH AMENDMENT TO OLIVEHURST PUBLIC UTILITY DISTRICT FEE CREDIT AND REIMBURSEMENT AGREEMENT FOR WATER AND SEWER FACILITIES (this "**Amendment**") is dated as of August 11, 2022 (the "**Effective Date**") and entered into by and between OLIVEHURST PUBLIC UTILITY DISTRICT ("**OPUD**"), and the parties listed as "Developers" on the signature pages attached hereto (collectively, "**Developers**"), who agree as follows:

**R E C I T A L S:**

WHEREAS, Developers (and/or their predecessors in interest) and OPUD entered into that certain Olivehurst Public Utility District Fee Credit and Reimbursement Agreement for Water and Sewer Facilities, dated September 16, 2004 (the "**Original Agreement**"), as amended by Amendment No. 1 thereto dated May 2010 (the "**First Amendment**"), as further amended by Amendment No. 2 thereto dated May 15, 2014 (the "**Second Amendment**"), as further amended by Amendment No. 3 thereto dated October 16, 2014 (the "**Third Amendment**"), as further amended by Amendment No. 4 thereto dated March 21, 2016 (the "**Fourth Amendment**") (the Original Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment shall be referenced herein collectively as the "**Agreement**").

WHEREAS, OPUD and Developers desire to amend the Agreement, all as set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, OPUD and Developers hereby agree as follows:

1. **Recitals; Defined Terms.** The foregoing recitals are true and are incorporated herein by this reference as though set forth in full. Unless otherwise expressly defined herein, all initially capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

2. **Expansion of Additional Water Improvements.** The term Additional Water Improvements (as defined in the First Amendment) is hereby modified to add and include ~~The~~the Plumas ~~Lakes~~Lake Water Treatment Plant ~~Filter Bypass~~Manganese Treatment Expansion Improvements (as described in detail on **Exhibit A** attached to this Amendment which is incorporated herein by this reference). Exhibit A attached hereto includes a summary of the nature and cost of such Plumas ~~Lakes~~Lake Water Treatment Plant ~~Filter Bypass~~Manganese Treatment Expansion Improvements. ~~[Review Note: OPUD to supply Exhibit A to attach hereto]~~

3. **Status of Well No. 34.** For purposes of clarification, the parties hereto acknowledge and agree that Well #34, as described in Item No. 1 of Exhibit A to the First Amendment, has been completed and the Developers have been fully reimbursed therefore.

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4. **Reimbursements.** OPUD acknowledges and agrees that OPUD shall utilize Available CFD Proceeds in the amount of Three Million Two Hundred Forty-Four Thousand Dollars (\$3,244,000.00) to construct the Plumas Lake Water Treatment Plant [Filter Bypass Manganese Treatment Expansion](#) Improvements and the Water Storage Tank (as described in Item No. 2 of Exhibit A to the First Amendment). OPUD shall not use such Available CFD Proceeds for any other purpose whatsoever. Upon completion of the Plumas Lake Water Treatment Plant [Filter Bypass Manganese Treatment Expansion](#) Improvements and/or the Water Storage Tank, as applicable, OPUD shall, within thirty (30) days of completion, reimburse Developers for the full amount of the cost to construct such Additional Water Improvement from available funds derived from the District-wide Water Fees collected by OPUD. In the event the amount of reimbursement owed to Developers exceeds the available funds derived from the District-wide Water Fees then collected by OPUD, OPUD shall pay Developers on a quarterly basis as and when additional funds become available from the District-wide Water Fees collected by OPUD until such reimbursement shortfall is fully paid to Developers. Developers' reimbursement rights hereunder shall have priority over any other future expenditures from District-wide Water Fees revenues. In no event, however, shall reimbursements to Developers for the Plumas Lake Water Treatment Plant [Filter Bypass Manganese Treatment Expansion](#) Improvements and/or the Water Storage Tank from the District-wide Water Fees collected by OPUD exceed Three Million Two Hundred Forty-Four Thousand Dollars (\$3,244,000.00) in the aggregate.

5. **Conflict.** This Amendment is and shall be construed as a part of the Agreement. In case of any inconsistency between this Amendment and the Agreement, the provisions containing such inconsistency shall first be reconciled with one another to the maximum extent possible and, then to the extent of any remaining inconsistency, the terms of this Amendment shall be controlling.

6. **Ratification.** All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect.

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[Signatures on Next Page]

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment as of the date indicated above.

**OPUD:**

OLIVERHURST PUBLIC UTILITY DISTRICT

By: \_\_\_\_\_  
President of the Board of Directors

Attest:

\_\_\_\_\_  
Clerk of the Board

Approved as to form:

By: \_\_\_\_\_  
OPUD Counsel

**DEVELOPERS:**

CRESLEIGH HOMES CORPORATION, a California corporation

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Name: \_\_\_\_\_  
Its: \_\_\_\_\_

RIO DEL ORO – YUBA, LLC, a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## **Exhibit A**

### **Summary Description and Cost of Plumas LakesLake Water Treatment Plant Filter Bypass Improvements**

[See attached] Manganese Treatment Expansion Improvements

The Plumas Lake Water Treatment Plant Manganese Treatment Expansion Improvements will enable Wells 31 and 32 to operate together and increase total well production from 3,100-gpm to 5,550-gpm. The Plumas Lake Water Treatment Plant Manganese Treatment Expansion Improvements include the following components:

1. Concrete pad for new filters
2. Installation of three new (3) horizontal pressure filters
3. Replacement of existing propeller meters with new magnetic meters
4. Replacement of existing filter motor operating valves (MOV) with new filter MOV valve
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