**AMENDED AGREEMENT BETWEEN THE CLINTON PUBLIC WORKS AUTHORITY AND MAX MCKINSEY WATER TAP ON WATER LINE**

WHEREAS, the parties entered into a contract for the sale of a permanent easement (the Agreement) wherein Max McKinsey (Grantor), as the servient estate allowed the construction of a water line, and the Public Works Authority (Grantee), as the dominant estate paid consideration to Grantor

WHEREAS, a part of the consideration in the contract included the installation of an 8 inch tap (the Tap) at a requested location on the line.

WHEREAS, Grantor has not requested or received the installation of the Tap

WHERAS, Grantor desires to have the Tap installed at an alternate location and the Grantee is in agreement.

NOW THEREFORE, the Parties agree to amend the Agreement dated July 28, 2006 as described below:

1. In Exhibit A - To the Contract for Sale of Permanent Easement Agreement by and between Grantor and the Grantee (3.) Grantor shall be entitled to a tap on the 8-inch water line, provided the adjacent land is not developed for industrial use. Grantor shall be responsible for all costs of any water usage.

2. The Grantor is requesting a water tap at 225 Production Road, Clinton, OK.

3. The Grantee is authorizing the water tap at the above specified location to fulfill the entitlement of the tap on the 8-inch water line, and there is no ($0.00) charge for the water tap as stated in the agreement dated July 28, 2006.

For the City of Clinton Public Works Authority:



David D. Berrong, Chairman

Max McKinsey, Grantor

Attest:

Amy Jones, Secretary