

**SECOND ADDENDUM  
TO DEVELOPMENT IMPROVEMENTS AND SERVICES AGREEMENT**

This Second Addendum is made this 22 day of July, 2005, by and between the Commissioners of Bridgeville, a municipal body corporate of the State of Delaware ("Town") and Passwaters Farm, LLC, a Delaware limited liability company ("Developer"), each sometimes referred to as "Party or together "Parties."

**RECITALS**

A. The Parties entered into a Development Improvements and Services Agreement dated November 10, 2003 (the "Agreement"), and

B. The Parties entered into an Addendum to Development Improvements and Services Agreement dated June 15, 2005, and

C. The Parties desire to amend the Agreement pursuant to Section 6.d. of the Agreement.

**NOW, THEREFORE**, the parties agree as follows:

1. Section 3.a.(iv) is deleted in its entirety and replaced with the following:

(iv) Guaranty of Transportation Improvements. Developer shall maintain and, as necessary, repair the Transportation Improvements until the Town accepts such Transportation Improvements. Additionally, Developer shall assign to the Town a one-year construction guarantee for the correction of all defects and deficiencies in the Transportation Improvements constructed or installed by Developer and accepted by the Town that occur or become evident within one year after completion of construction. If any such defect or deficiency occurs or becomes evident during such period, then the Developer shall, after written demand from the Town to do so, promptly correct it or cause it to be corrected.

2. Section 3.a. (v) is added:

(v) Damage to Transportation Improvements. The Developer shall promptly clean all mud, dirt, or debris deposited on any street, sidewalk, ditch or other Transportation Improvements (whether publicly or privately owned) on the Property by the Developer or any agent of or contractor hired by, or on behalf of, the Developer; and shall repair any damage to any street, sidewalk, ditch or other Improvements (whether publicly or privately owned) that may be caused by the activities of the Developer or any agent of or contractor hired by, or on behalf of, the Developer.

3. This Second Addendum is hereby made a part of the Agreement and represents the agreement and understanding among the Town and the Developer with respect to the specific rights and responsibilities of the Parties as described herein. Except as amended by this Second

Addendum, the terms and conditions of the Agreement are hereby ratified and confirmed and remain in full force and effect.

IN WITNESS WHEREOF, each of the Parties has executed this Second Addendum to the Agreement or has caused this Second Addendum to be executed on its behalf by its duly authorized officer, as of the Effective Date above written.

ATTEST:

*Dennis S. Schradet*

COMMISSIONERS OF BRIDGEVILLE

By: *Joseph T. Squaway*  
Joseph T. Squaway,  
President

ATTEST:

*Philip F. Barber*

PASSWATERS FARM, LLC

By: *Philip F. Barber*  
Philip F. Barber  
President of U.S. Home Corporation  
Managing Member, Passwaters  
Farm, LLC

Approved as to form and legal sufficiency:

*Dennis Schradet*  
Dennis Schradet, Esquire  
Town Attorney 7-17-05