

Purchased Water Agreements

Part F: Question 26

WHOLESALE, TAKE-OR-PAY WATER SUPPLY AGREEMENT

between

SWWC Utilities, Inc.

and

Canyon Lake Water Service Company

dated effective June 1, 2013

WHEREAS, **SWWC Utilities, Inc.** ("Wholesale Customer"), desires to obtain wholesale water from **SJWTX, Inc.**, a Texas corporation doing business as **Canyon Lake Water Service Company** ("CLWSC");

WHEREAS, CLWSC has agreed to such a sale on certain terms; and

WHEREAS, the parties desire to set forth the terms of the agreement for the sale of wholesale water by CLWSC to WHOLESALE CUSTOMER;

NOW, THEREFORE, in consideration of Ten and No/100^{ths} Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Volume.** Beginning on June 1, 2013 (the "Effective Date"), CLWSC agrees to sell WHOLESALE CUSTOMER up to 50,000 gallons per day of treated water (the "Maximum Daily Delivery Amount" or "MDDA") from CLWSC's Canyon Lake Shores Public Water System.
2. **Price.** WHOLESALE CUSTOMER agrees to pay for water delivered or made available by CLWSC to WHOLESALE CUSTOMER pursuant to this Agreement for volumes up to the MDDA at 87% of the rate it charges its retail customers who have a 2" meter, including its usage and monthly meter charges. Those charges for the MDDA are currently \$5.87/thousand gallons for water used and \$330.30 for the meter, so the initial daily charge to WHOLESALE CUSTOMER will be \$264.88. Volumes in excess of the MDDA will be delivered only upon a separate written request from Wholesale Customer and a written confirmation from CLWSC, and those excess volumes will be charged and paid for based on a rate of 125% of that combined rate for a 2" meter. CLWSC expressly reserves the right to modify its retail tariff, which may increase or decrease the amount due from WHOLESALE CUSTOMER under this contract. Tariff changes will be subject to rate-making procedures of the Texas Commission on Environmental Quality or any successor agency (the "TCEQ") and shall be made only in a manner consistent with TCEQ rules.
3. **Time of Payment.** Billing for payment shall be monthly for payment in arrears, in equal monthly payments computed as the daily rate times 365 divided by 12. Bills shall be sent on the last business day of the month and due on the 15th of the following month. Interest shall be charged on any payment more than 30 days past due, per the terms of Section 13(a) below.

4. **Take or Pay:** WHOLESALER CUSTOMER will pay for the MDDA of water regardless of whether it intends to take all the water or whether it took all the water in any previous month; i.e., WHOLESALER CUSTOMER owes the full amount billed each month, whether it takes the water or not. Notwithstanding the foregoing, if, due to conditions on its side of the point of delivery, CLWSC is unable to deliver the volume of water equal to the MDDA times the number of days in the applicable month, WHOLESALER CUSTOMER shall only pay for the volume that CLWSC was capable of delivering in that month.
5. **Delivery:** Subject to WHOLESALER CUSTOMER's system's ability to receive water, CLWSC will deliver water daily at a uniform rate that will result in the MDDA being delivered to WHOLESALER CUSTOMER. Therefore, the maximum (and uniform) instantaneous delivery rate, expressed in gallons per minute, that WHOLESALER CUSTOMER can demand shall be equal to the MDDA divided by 1440, or approximately 35 gallons per minute (gpm) at a pressure of at least thirty-five pounds per square inch (35 psi) (the "delivery rate"). CLWSC may restrict flows as necessary for temporary shutdowns for maintenance and repairs, and in such events, CLWSC will make up for the restricted flows by temporarily increasing the uniform flow rate above the delivery rate. The delivery point will be as shown on Exhibit A. The delivery will be made through a CLWSC-installed 2" flow meter. Flow shall be restricted by use of a CLWSC-approved flow-restricting regulator set to limit flows to the delivery rate. CLWSC will have authority to select and approve the equipment used for delivery, monitoring and metering of water pursuant to this Agreement, and it will have the authority to adjust, maintain and operate such equipment in such a manner to maintain compliance with the applicable regulations of TCEQ, including, without limitation, those regarding wholesale deliveries and sales of potable water. CLWSC maintains control and responsibility for the water and pipeline to the outlet side of the 2" flow meter (the "point of delivery"), and WHOLESALER CUSTOMER controls and is responsible for the water and the pipeline beyond the outlet side of said meter.
6. **Wholesale Transaction:** It is expressly agreed and understood by both parties that CLWSC's only obligation to treat said water is to treat it so that at the point of delivery the water meets all standards and requirements applicable to potable water that CLWSC would deliver to its retail customers; e.g., to a level consistent with TCEQ requirements for CLWSC's retail distribution system. CLWSC makes no representation as to the water quality beyond the point of delivery. WHOLESALER CUSTOMER accepts all responsibility for the quality of the water beyond the point of delivery, and it agrees to hold harmless and to indemnify CLWSC from any damages, costs, liability or expenses regarding or in any way arising from the sale of the water to WHOLESALER CUSTOMER's retail customers or otherwise, except if the water fails to meet the standards and requirements applicable to CLWSC at the point of delivery.
7. **Ownership.** CLWSC's ownership shall extend from CLWSC's water main up to and including the meter at the point of delivery. WHOLESALER CUSTOMER's ownership shall extend to all facilities beyond the point of delivery, including any pressure and flow regulator, valves, backflow prevention devices or other appurtenances that it may install downstream of the point of delivery. However, CLWSC shall retain the right to inspect, and may require testing of, WHOLESALER CUSTOMER facilities used to interconnect

with CLWSC to ensure that they are in good working order and meet all applicable standards and regulations, including, without limitation, CLWSC's backflow prevention standards.

8. **Standards.** WHOLESALE CUSTOMER will conduct all of its operations related to this Agreement in accordance with CLWSC's normal operating procedures and standards. The obligations and responsibilities of the parties with regard to the operation of their respective systems are independent of this Agreement; e.g., even though there is not an air gap in the delivery system from CLWSC to WHOLESALE CUSTOMER as provided in 30 TAC 290.45(e)(3), each is only responsible for the minimum water system capacity requirements of its own system, including emergency power, and neither has responsibility for the minimum water system capacity requirements of the other's system.
9. **Term and Termination:** The initial term of this Agreement is from June 1, 2013, to May 31, 2016. The Agreement will be renewed automatically for another three-year term at the end of the initial term and each successive term unless either party gives the other party 90 days prior written notice of the party's intent to terminate the Agreement at the end of the then-current three-year term. Notwithstanding the foregoing, at any time either party may terminate this Agreement effective at the end of a calendar month upon 30 days' prior written notice to the other party.
10. **Limited Volume.** The parties further acknowledge and agree that CLWSC is making no representations as to the possibility of increased volumes over the 50,000 gallons per day. Furthermore, to the extent that CLWSC's supply of water from the Guadalupe-Blanco River Authority is restricted or reduced in accordance with the terms of the agreement between those entities or pursuant to state or federal law, regulation or court order to such an extent that CLWSC cannot properly served its retail customers, the volume of water to be supplied under this Agreement may be restricted or reduced, and in such event, the price for the water delivered to WHOLESALE CUSTOMER will be reduced in accordance with the terms of Paragraph 4 above.
11. **Conservation.** WHOLESALE CUSTOMER agrees to provide to the maximum extent practicable for the conservation of water. In no event will it have in effect conservation practices, limits or restraints that are less restrictive to its consumers than CLWSC has in effect at that time for its retail customers.
12. **Addresses/Notice:** Subject to either party's right to change its address upon five days' written notice to the other party, all notices hereunder by either party to the other will be deemed to have been given upon receipt by the receiving party if sent in writing by certified mail, express mail, e-mail or facsimile transmission, addressed and delivered to the following:

to CLWSC: Canyon Lake Water Service Company
ATTN: General Manager
P.O. Box 1742
Canyon Lake, Texas 78130
tom.hodge@clwsc.com
Facsimile: (830) 964-2779

with 2nd copy to: Suzy Papazian
SJWTX, Inc.
110 W. Taylor Street
San Jose, CA 95110
Suzy_Papazian@sjwater.com
Facsimile: (408) 279-7934

to WHOLESale CUSTOMER:

SWWC Utilities, Inc.
ATTN: Charles W. Profilet, Jr., P.E.
12535 Reed Road
Sugar Land, Texas 77478
cprofilet@swwc.com

13. **Default:** If WHOLESale CUSTOMER fails or refuses to timely comply with any of its material obligations hereunder or if WHOLESale CUSTOMER's representations, warranties or covenants contained herein are not true or have been breached, CLWSC will have the right, along with any other remedy at law or in equity, to (i) enforce this Agreement by specific performance, injunction or any other remedy available at law or in equity in a court of competent jurisdiction, including but not limited to an action for damages; (ii) waive the applicable objection or condition and to proceed to co-operate in the transaction in accordance with the remaining terms; or (iii) invoke the remedies provided herein, which remedies include delaying or terminating the supply of wholesale water to WHOLESale CUSTOMER until such time as WHOLESale CUSTOMER complies with this Agreement.

(a) All amounts due and owing by WHOLESale CUSTOMER to CLWSC shall, if not paid when due, bear interest at the Texas post-judgment interest rate as set out in V.T.C.A., Finance Code §304.002, or any successor statute, from the date when due until paid, provided that such rate shall never be usurious or nor exceed the maximum rate as permitted by law. If any amount due and owing by WHOLESale CUSTOMER to CLWSC is placed with an attorney for collection, the prevailing party in any litigation or arbitration involving the collection shall be paid its costs and attorneys' fees by the non-prevailing party, and such payments shall be in addition to all other payments provided for by this Agreement, including interest.

(b) For so long as there is any failure to provide a required payment hereunder by WHOLESale CUSTOMER and that failure remains uncured by WHOLESale CUSTOMER, WHOLESale CUSTOMER agrees that CLWSC shall not be obligated to do anything under this Agreement until payment in full is made to CLWSC. Furthermore, any failure by WHOLESale CUSTOMER to provide timely payment that remains uncured by WHOLESale CUSTOMER for thirty (30) days after receipt of notice of default from CLWSC shall entitle CLWSC to terminate any obligation to supply wholesale water and to retain all payments made previously by WHOLESale CUSTOMER, and WHOLESale CUSTOMER will at that time have forfeited all rights to the payments made by it earlier and any other rights under this Agreement. Notwithstanding the foregoing, WHOLESale CUSTOMER shall remain liable to

CLWSC for any amounts otherwise due pursuant to the terms of this Agreement at the time of forfeiture.

(c) If WHOLESale CUSTOMER at any time disputes the amount to be paid by it to CLWSC, WHOLESale CUSTOMER shall nevertheless promptly make the disputed payment or payments, but WHOLESale CUSTOMER shall thereafter have the right to seek a determination of whether the amount charged by CLWSC is in accordance with the terms of this Agreement and to seek a refund.

(d) Except for a charge or fee that is expressly stated to be refundable in this Agreement, all payments made pursuant to this Agreement are non-refundable.

(e) If CLWSC fails or refuses to timely comply with CLWSC's material obligations to WHOLESale CUSTOMER under this Agreement and is unable to do so solely as a result of CLWSC's own acts or failure to act, WHOLESale CUSTOMER will have the following remedies: (i) to enforce this Agreement by specific performance, injunction or any other remedy available at law or in equity in a court of competent jurisdiction, including but not limited to an action for damages, or (ii) to waive the applicable objection or condition and to proceed to carry out the transaction in accordance with the remaining terms.

(f) Except as otherwise specifically provided herein, if either Party (referred to herein as the "Defaulting Party") fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a "Default") then the other Party (referred to herein as the "Non-Defaulting Party") shall not have any right to invoke any rights or remedies with respect to any Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the "Default Notice") that specifies the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to cure, within thirty (30) days after the Defaulting Party's receipt of the Default Notice, any matters specified in the Default Notice that may be cured solely by the payment of money or the Defaulting Party fails to commence the cure of any matters specified in the Default Notice that cannot be cured solely by the payment of money within ten (10) days or such longer period of time approved in writing by CLWSC after the Defaulting Party's receipt of the Default Notice and fails to thereafter pursue curative action with reasonable diligence to completion.

14. **Not Assignable:** Parties may not assign this Agreement without first obtaining the written consent of the other party.

15. **Entire Agreement/Amendments:** This Agreement constitutes the entire agreement between CLWSC and WHOLESale CUSTOMER and supersedes any prior understanding or oral or written agreements between CLWSC and WHOLESale CUSTOMER respecting the subject matter of this Agreement. It may be amended only by a written agreement executed by both parties.

16. **Severability:** The provisions of this Agreement are severable, and if, for any reasons, any one or more of the provisions contained in the Agreement shall be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall

not affect any other provision of this Agreement, and the Agreement shall remain in effect and be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

17. **No Third-Party Beneficiaries.** This Agreement does not create any third party benefits to any person or entity other than the signatories hereto, and it is solely for the consideration herein expressed.
18. **Controlling Law:** This contract shall be governed and construed in accordance with the laws of the State of Texas.
19. **Costs:** Except as otherwise expressly provided herein, WHOLESale CUSTOMER will be responsible for all costs and expenses incurred in connection with this Agreement, including, without limitation, the purchase, installation, maintenance, replacement and testing of equipment deemed by CLWSC as necessary or advisable to ensure compliance by both parties with the terms of this Agreement, and the cost of material, equipment and labor incurred by CLWSC for the installation of the tap and meter.
20. **Headings:** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.
21. **Venue:** Except as specifically precluded by Texas statute, all obligations of the parties are performable in Comal County, Texas, and the parties agree that the exclusive venue for any action arising hereunder will be in Comal County, Texas.
22. **Time of the Essence.** Time is of the essence in all matters related to this Agreement.
23. **Interpretation.** The singular form of any word used herein shall include the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender herein shall include all other genders, unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed so as to effectuate the purposes contemplated hereby and to sustain the validity hereof.

IN WITNESS WHEREOF, the parties have caused this Contract to be effective the 1st day of June 2013.

[Signatures on the following pages]

WHOLESALE CUSTOMER - SWWC UTILITIES, INC.

By: Charles W. Profilet, Jr.
Charles W. Profilet, Jr., P.E., Managing Director

CLWSC - SJWTX, INC.

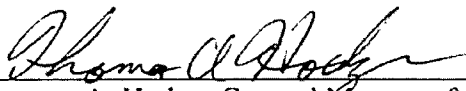
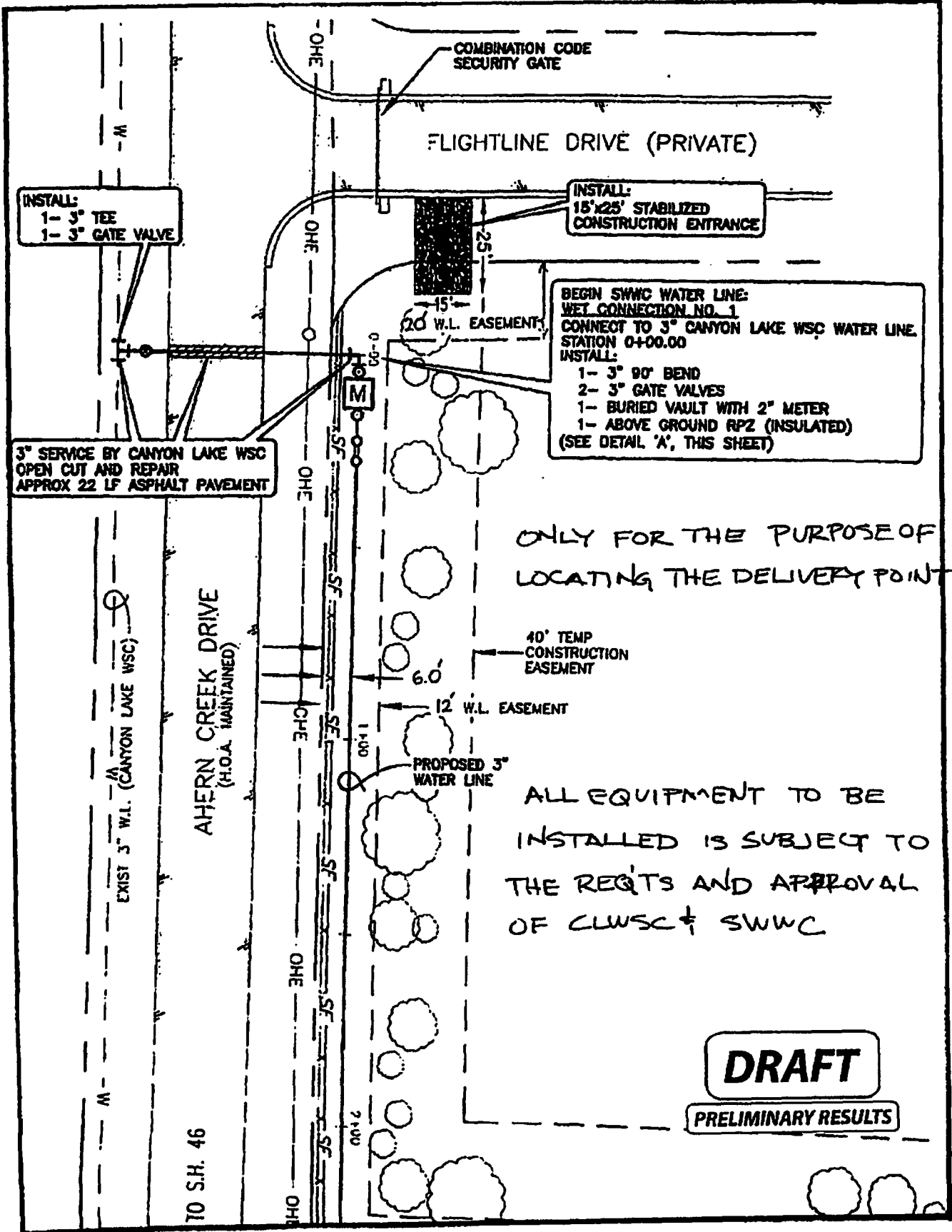
By: 
Thomas A. Hodge, General Manager & Vice President

EXHIBIT A
Delivery Point



INSTALL:
 1- 3" TEE
 1- 3" GATE VALVE

INSTALL:
 15'x25' STABILIZED
 CONSTRUCTION ENTRANCE

BEGIN SWWC WATER LINE:
 WET CONNECTION NO. 1
 CONNECT TO 3" CANYON LAKE WSC WATER LINE.
 STATION 0+00.00
 INSTALL:
 1- 3" 90° BEND
 2- 3" GATE VALVES
 1- BURIED VAULT WITH 2" METER
 1- ABOVE GROUND RPZ (INSULATED)
 (SEE DETAIL 'A', THIS SHEET)

3" SERVICE BY CANYON LAKE WSC
 OPEN CUT AND REPAIR
 APPROX 22 LF ASPHALT PAVEMENT

ONLY FOR THE PURPOSE OF
 LOCATING THE DELIVERY POINT

40' TEMP
 CONSTRUCTION
 EASEMENT

ALL EQUIPMENT TO BE
 INSTALLED IS SUBJECT TO
 THE REQS AND APPROVAL
 OF CWSC & SWWC

DRAFT

PRELIMINARY RESULTS

EXHIBIT A

EMERGENCY INTERCONNECT AGREEMENT

This Emergency Interconnect Agreement (the "Agreement") is entered into on this 30th day of ~~January~~ ^{March} 2010 (the "Effective Date") by and between The San Antonio Water System ("SAWS") and SWWC Utilities, Inc., a Delaware corporation ("SWWC"), with respect to SAWS providing an emergency interconnect to SWWC under the following conditions:

1. The requesting purveyor agrees that SAWS has the obligation to first provide water service to its customers not located in the area to be served through the emergency interconnect. SAWS has the right to not sell water through the emergency interconnect if it has determined that first priority customers would be adversely impacted. The requesting purveyor understands and agrees that SAWS, in its sole discretion, may terminate the emergency interconnect at anytime and reject any future emergency interconnects.
2. All emergency interconnections shall be charged the interconnect water service rate and billed in accordance with City of San Antonio Ordinance # 101684 and as may be amended from time to time. Impact fees will not be charged by SAWS for an emergency interconnect.
3. Physical connections to the SAWS system for the emergency interconnect shall be funded entirely by the requesting purveyor. SAWS must approve the engineering plans and inspect the construction of the connection prior to activating the emergency interconnect.
4. Activation of the connection is temporary and shall be limited to conditions necessitated by mechanical failure.
 - a. The emergency connection shall not be used as the mechanism to delay repairs or modifications to the requesting purveyors system.
 - b. Activation of the connection shall be performed by SAWS staff.
5. Each activation of the emergency interconnect shall not exceed 30 days. If more than 30 days is needed to repair the mechanical failure with the system, the requesting purveyor shall submit a written request to SAWS. SAWS will then reassess the request to determine if adequate water supply is available for SAWS first priority customers and also for the emergency interconnect.
6. Water use by the requesting purveyor shall be limited to domestic indoor use -- not for landscape watering.
7. The emergency interconnect is not intended to serve as a supplemental source due to declining water supply and cannot be used to avoid acquiring additional water supplies or to avoid building redundant infrastructure.


- a. The emergency interconnect cannot be used to satisfy any redundancy or back-up infrastructure or water supply requirements, including, those that may be prescribed by TCEQ.
- b. If the purveyor does not have an adequate water supply to meet customer demand, a regular connection should be requested.
- c. A regular connection will require an engineering study to determine compatibility with the System's master plan, the availability of capacity and if additional facilities will be required.
- d. A regular connection will require the payment of impact fees.

8. The term of this Agreement commences on the Effective Date and shall remain in full force and effect for a period of ten (10) years.

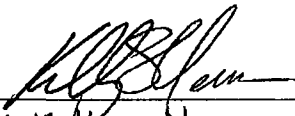
9. Either party may terminate this Agreement by providing prior written notice to the other with an immediate effective date.

IN WITNESS WHEREOF, SAWS and SWWC have duly executed this Agreement as of the Effective Date.

SWWC UTILITIES, INC.

By: 
Name: David Stanton
Title: President

THE SAN ANTONIO WATER SYSTEM

By: 
Name: Kelley Neumann
Title: Vice President

WHOLESALE WATER PURCHASE AGREEMENT

BETWEEN

SWWC UTILITIES, INC. d/b/a WATER SERVICES, INC.

AND

GREEN VALLEY SPECIAL UTILITY DISTRICT

This Wholesale Water Purchase Agreement (the "Agreement") is made effective as of this 25th day of August, 2015 by and between SWWC Utilities, Inc., a Delaware corporation, d/b/a Water Services, Inc. (the "Company") and Green Valley Special Utility District (the "District").

WITNESSETH:

WHEREAS, the Company operates and maintains a Certificate of Convenience and Necessity Number 11106, and to more effectively accomplish these purposes, the Company would benefit from a Wholesale Water Purchase Agreement with the District; and

WHEREAS, the District, duly organized and established under the laws of the State of Texas, is authorized under Certificate of Convenience and Necessity Number 10646, owns, operates and maintains a water supply system located in Guadalupe County, Texas (the "System"), is capable of providing water to the Company; and

WHEREAS, this Agreement is for the supply of water for not more than one-hundred (100) residential units through a properly sized master meter (point of delivery) within the Garden Oaks, Texas Subdivision (the "Service Area"); and

WHEREAS, the sale and purchase of water in accordance with the provisions of this Agreement have been duly approved by the respective governing bodies of the Company and the District, as required by law.

NOW, THEREFORE, in consideration of the mutual promises, obligations and benefits hereinafter set forth, the receipt, adequacy and sufficiency of which are hereby acknowledged, the District and the Company hereby covenant, stipulate and agree as follows, to wit:

THE DISTRICT AGREES:

1. To furnish Company at the point of delivery, during the Term and Subsequent Terms of this Agreement (as such terms are described below), wholesale water service from the System in such quantities as may be available through its water system as specified.
2. Water will be delivered to the single point of delivery at a minimum of 35 pounds per square inch (psi) during normal conditions on the District's System. Company shall be responsible for all aspects of the water supply downstream of the point of delivery and compliance with applicable TCEQ rules. If a greater or lesser pressure than that normally available at the point of delivery is required by Company and the District can provide such pressure, the cost of providing such greater or lesser pressure shall be borne by the Company. Emergency failures of pressure or supply due to main supply line breaks, power failures, flood, fire and

use of water to fight fires or other catastrophes, or any other cause beyond the control of the District, shall excuse District from this provision for such reasonable period of time as may be necessary to restore service.

3. The maximum authorized daily quantity purchase rate shall be at least 0.6 gallons per minute per connection unless wholesale water is delivered under direct pressure in which case the maximum hourly purchase authorized by the must be at least 2.0 gallons per minute per connection.
4. District shall render a proper billing based upon the District's regular billing cycle each month for water furnished during the regular preceding monthly reading period. Rates and charges for wholesale water service to the Company shall be equal to District's rates and charges for its own retail customers having AWWA meter equivalency factors identical to the point of delivery as provided in District's then current tariff/policies. Rates and charges under this Agreement shall be subject to Texas Water Code §13.043(f).

THE COMPANY AGREES:

1. To provide and maintain the water meter vault and valves, including a required, approved backflow prevention assembly.
2. That in the event the Company shall not timely pay such monthly billing for water or such connection fees, the District shall provide Company ten (10) days' notice and an opportunity to cure such breach. In the event the Company fails to substantially cure such breach within a timely manner then the District's obligation to furnish water under this Agreement shall terminate.
3. That the Company shall be responsible for the transport, distribution, pressurizing, pressure reducing, backflow prevention and water quality past the point of delivery.

IT IS FURTHER AGREED BETWEEN DISTRICT AND COMPANY AS FOLLOWS:

1. This Agreement shall commence on the Effective Date and expire ten (10) years thereafter (the "Initial Term"). This Agreement may be renewed by agreement of both parties for successive ten (10) year terms after the expiration of the Initial Term unless either party provides at least ninety (90) days' prior written notice to the other of its intent to terminate the Agreement (the "Subsequent Terms").
2. Any term of this Agreement notwithstanding, the Agreement is subject to any State and Federal statutes, rules and or regulations in force or as amended.
3. During the term of this Agreement and all renewal periods thereafter, Company shall maintain and implement as needed a Drought Management and Water Conservation Plan approved as required by the Texas Commission on Environmental Quality and the Public Utility Commission of Texas.

If to the District:

If to the Company:

SWWC Utilities, Inc. d/b/a Water Services, Inc.
1620 Grand Avenue Parkway, Suite 140
Pflugerville, Texas 78660
Attn: Gary Rose
Tel: 512-238-8316
Fax: 512-252-8782

12. The District shall have the right to inspect the meter, connection, backflow prevention device and service lines as required by the Texas Commission on Environmental Quality and The Public Utility Commission of Texas. The presence of any potential cross connection or threat of contamination to the public drinking water supply shall be grounds for immediate termination of water service to the Company.
13. That this Agreement constitutes the entire agreement and understanding between the parties and no other representations are made or included this agreement.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of the respective governing bodies, have caused this Agreement to be duly executed in multiple copies, each of which constitute an original.

EXECUTED this 25th day of AUGUST, 2015.

SWWC UTILITIES, INC. d/b/a WATER SERVICES, INC.

By: Charles W Profilet, Jr.
Name: Charles Profilet, Jr.
Title: Vice President and Managing Director

EXECUTED this 23rd day of July, 2015.

GREEN VALLEY SPECIAL UTILITY DISTRICT

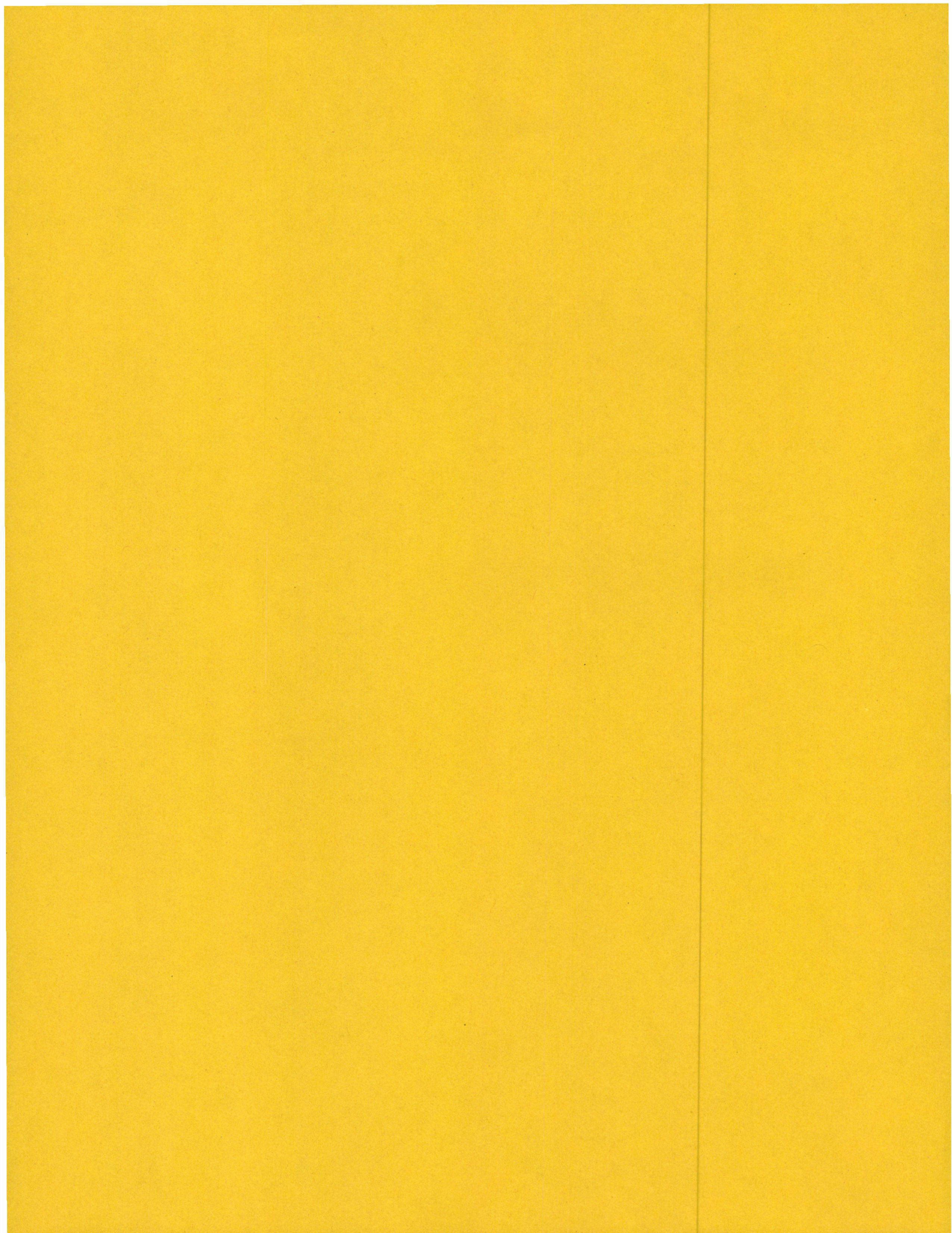
By: Dennis Dreyer
Name: Dennis Dreyer
Title: President

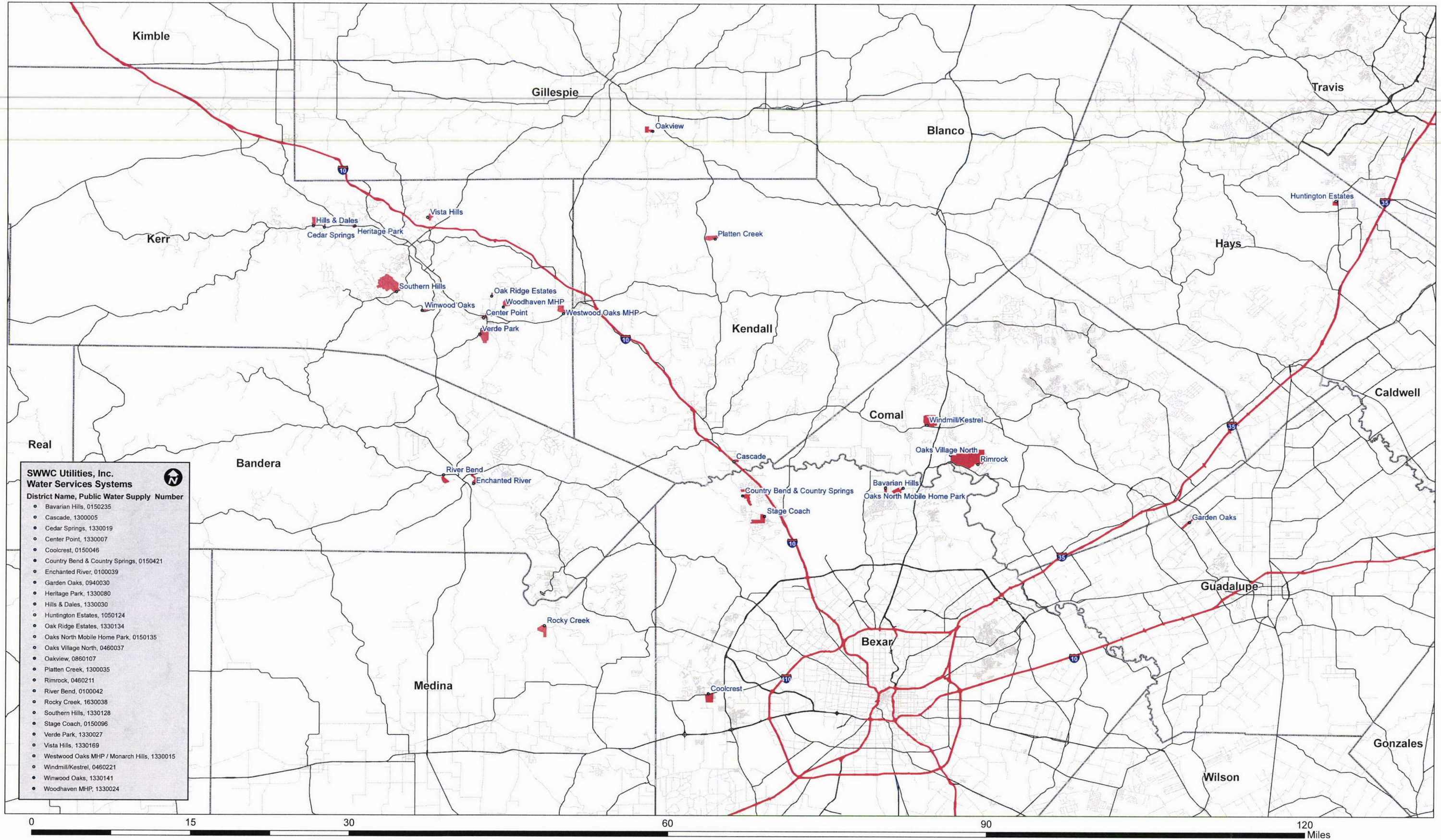
ATTEST:

Jackie Nolte
Jackie Nolte
Secretary/Treasurer, Green Valley Special Utility District

Detailed (large scale) Map

Part G: Question 29





SWWC Utilities, Inc.
Water Services Systems

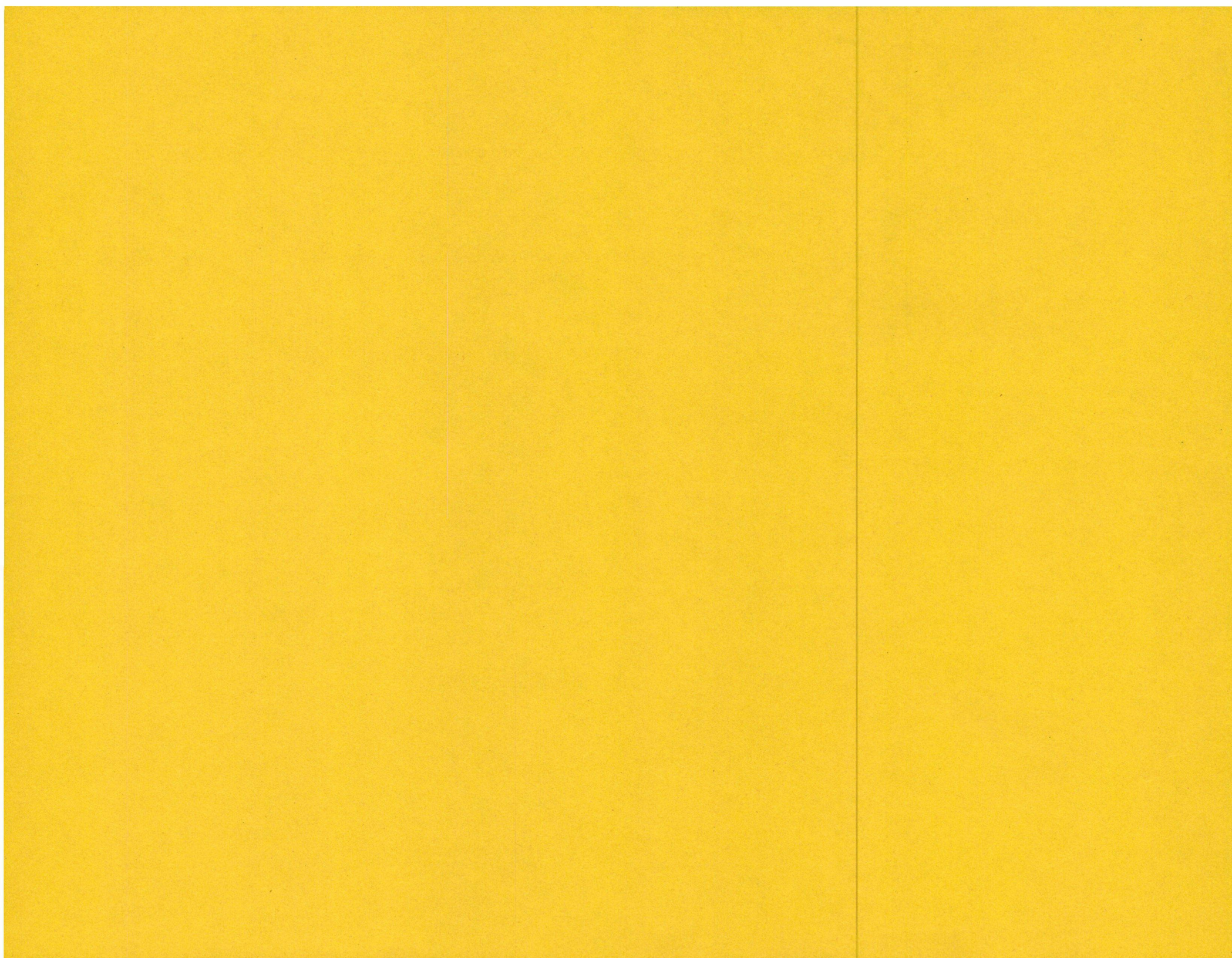
District Name, Public Water Supply Number

- Bavarian Hills, 0150235
- Cascade, 1300005
- Cedar Springs, 1330019
- Center Point, 1330007
- Coolcrest, 0150046
- Country Bend & Country Springs, 0150421
- Enchanted River, 0100039
- Garden Oaks, 0940030
- Heritage Park, 1330080
- Hills & Dales, 1330030
- Huntington Estates, 1050124
- Oak Ridge Estates, 1330134
- Oaks North Mobile Home Park, 0150135
- Oaks Village North, 0460037
- Oakview, 0860107
- Platten Creek, 1300035
- Rimrock, 0460211
- River Bend, 0100042
- Rocky Creek, 1630038
- Southern Hills, 1330128
- Stage Coach, 0150096
- Verde Park, 1330027
- Vista Hills, 1330169
- Westwood Oaks MHP / Monarch Hills, 1330015
- Windmill/Kestrel, 0460221
- Winwood Oaks, 1330141
- Woodhaven MHP, 1330024

**WATER SERVICES INC.
 SERVICE AREA MAP**

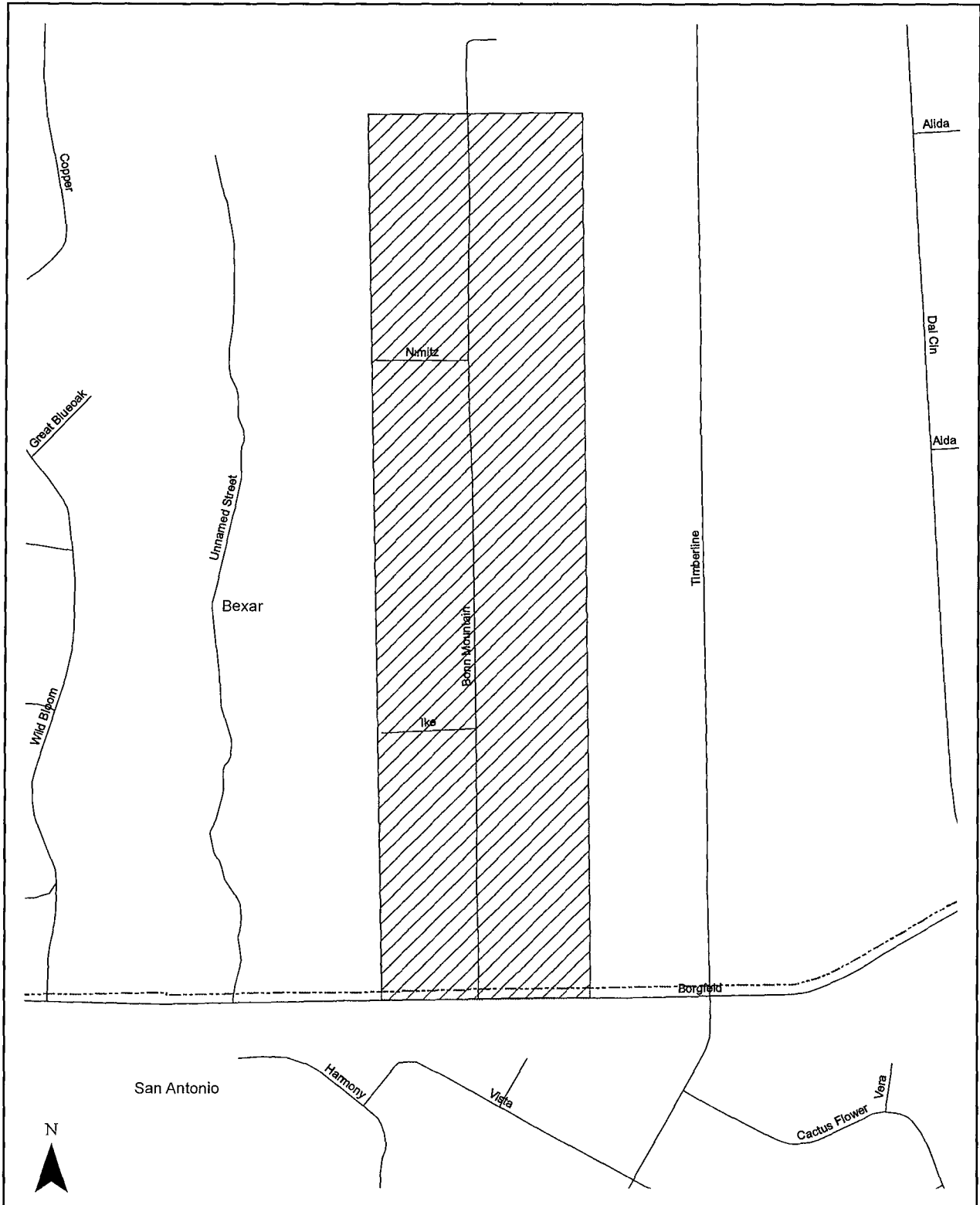
General Location (small scale) Map

Part G: Question 29




BAVARIAN HILLS PWS 0150235

Bexar County, TX



Legend

 WATER_SERVICES_INC

0 0.125 0.25 0.5
Miles

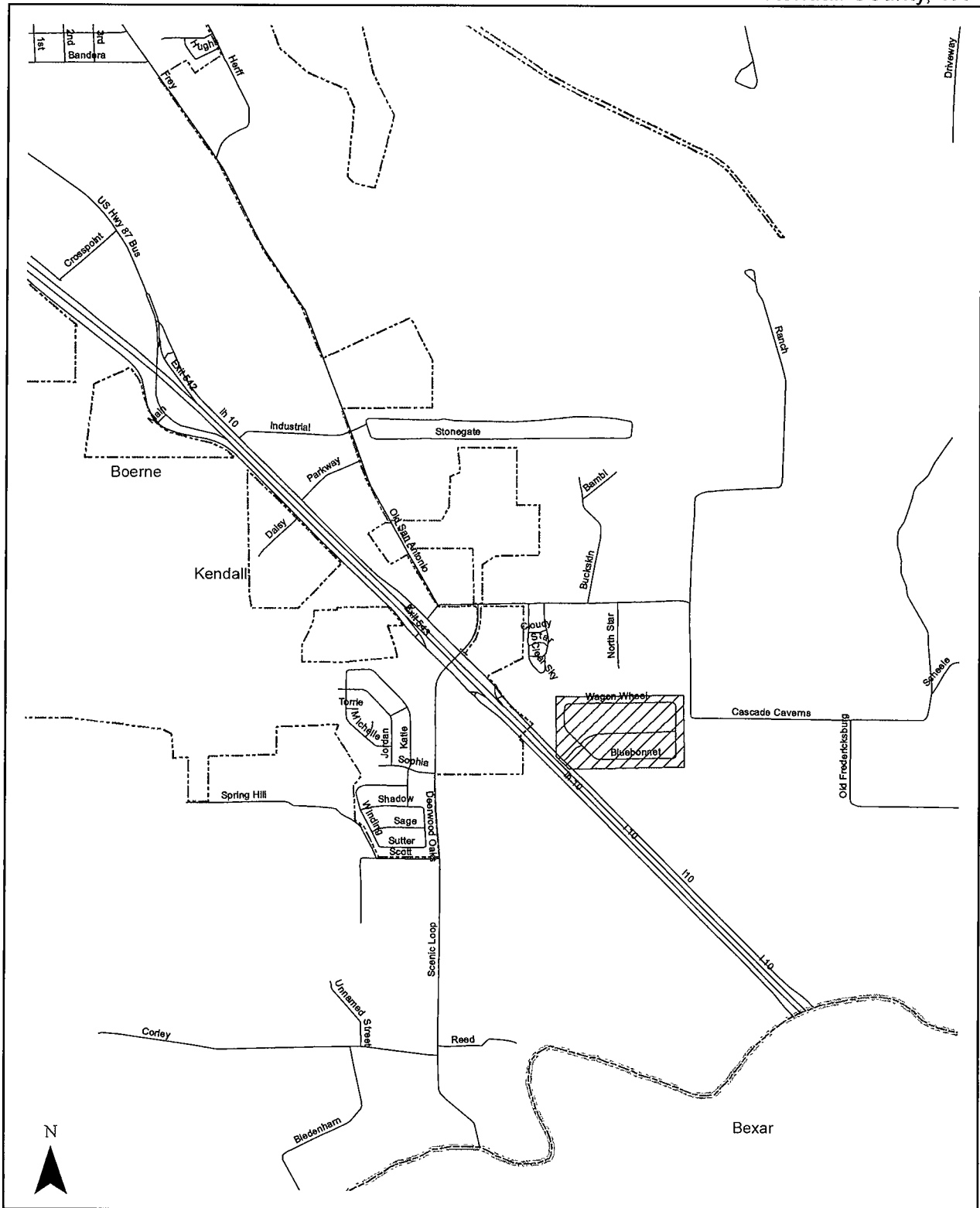


**SouthWest
Water Company™**


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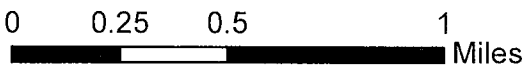
CASCADE PWS 1300005

Kendall County, TX



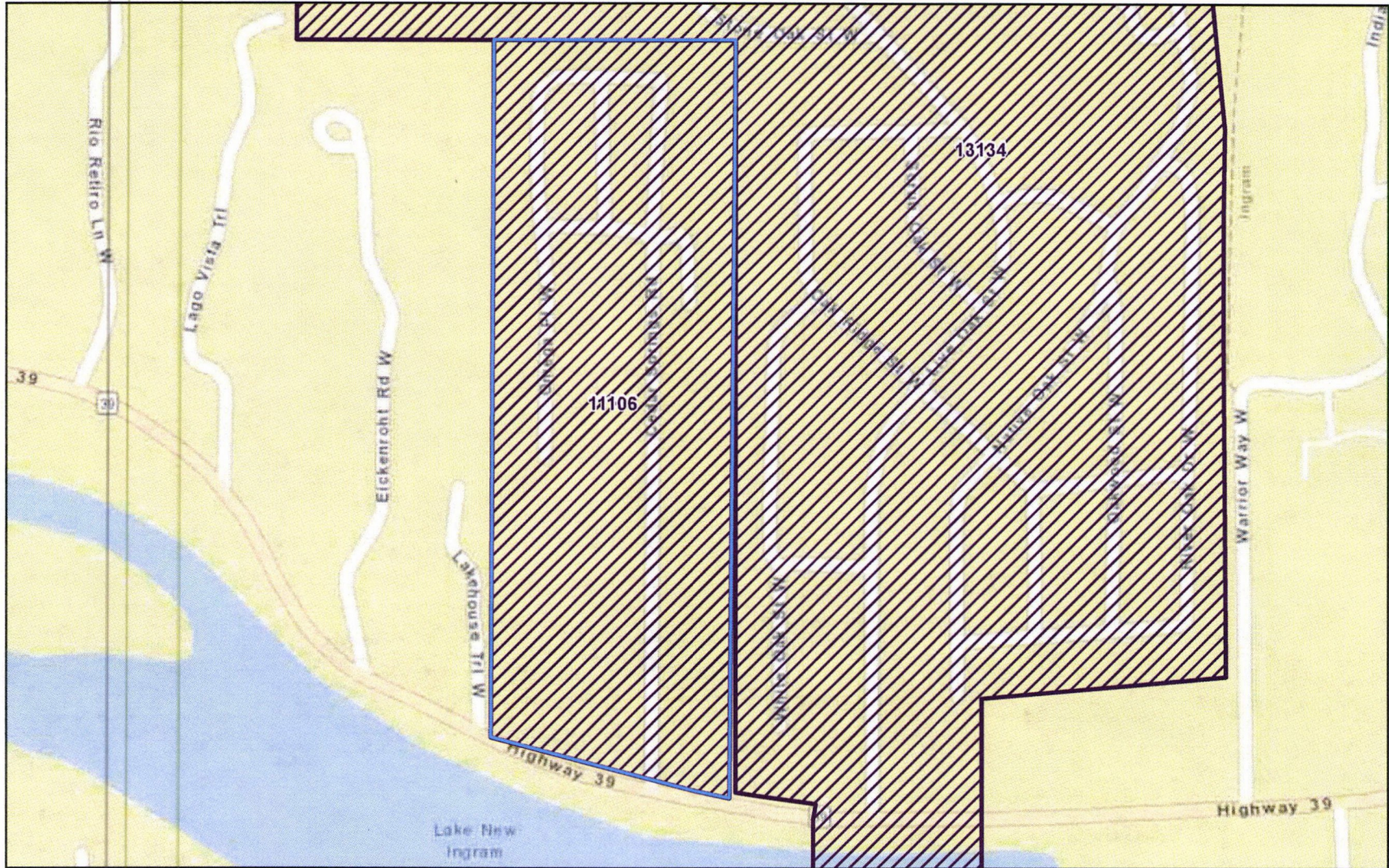
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 WATER_SERVICES_INC

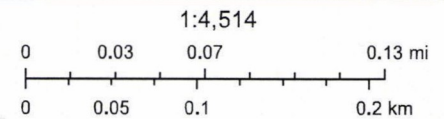


**SouthWest
Water Company™**

Cedar Springs PWS 1330019



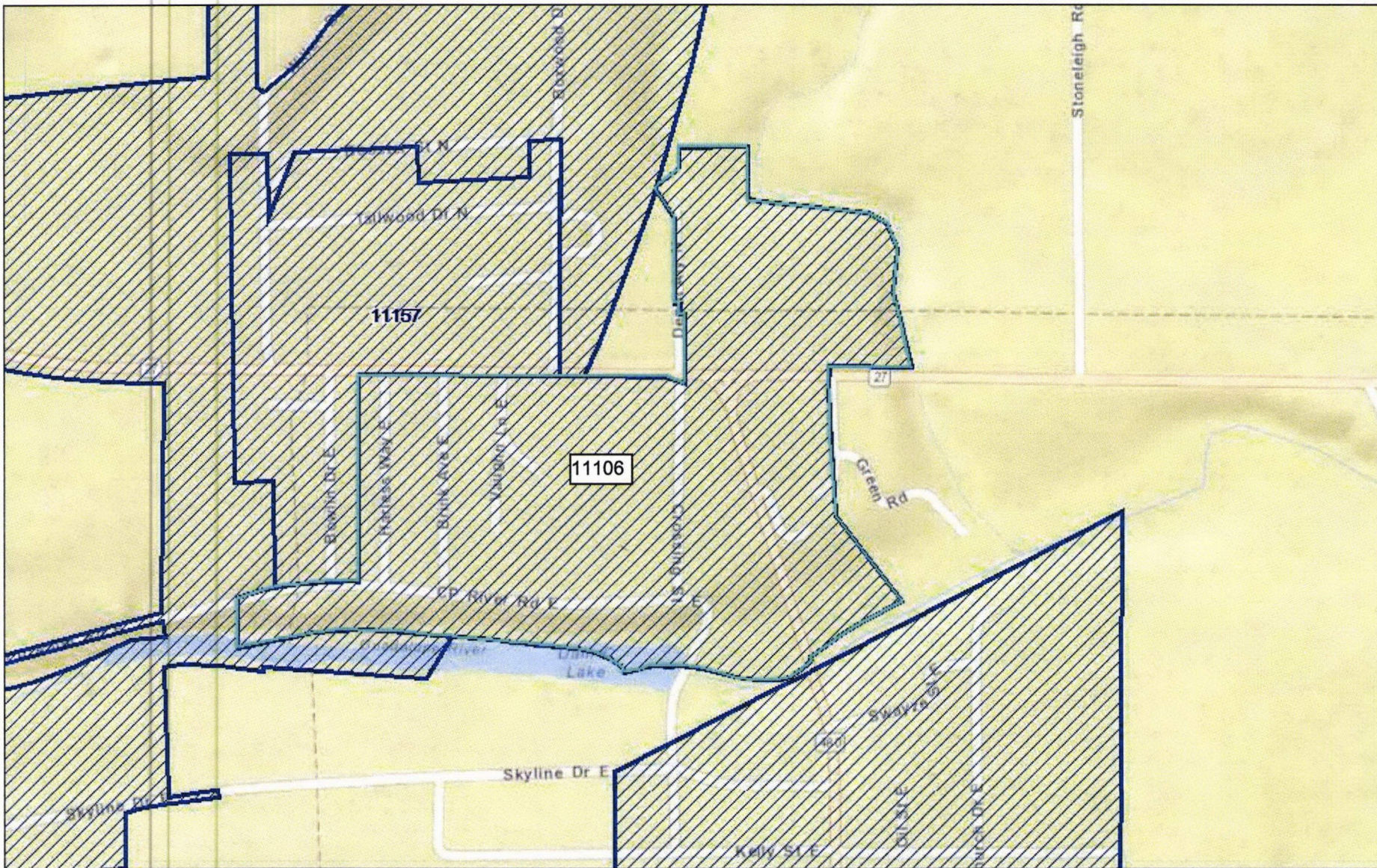
November 17, 2019




Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,


000309

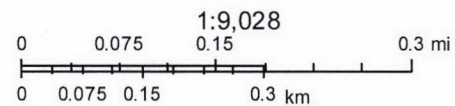
Center Point PWS 1330007



October 26, 2016

 Water CCN Service Areas

 TxDOT Counties

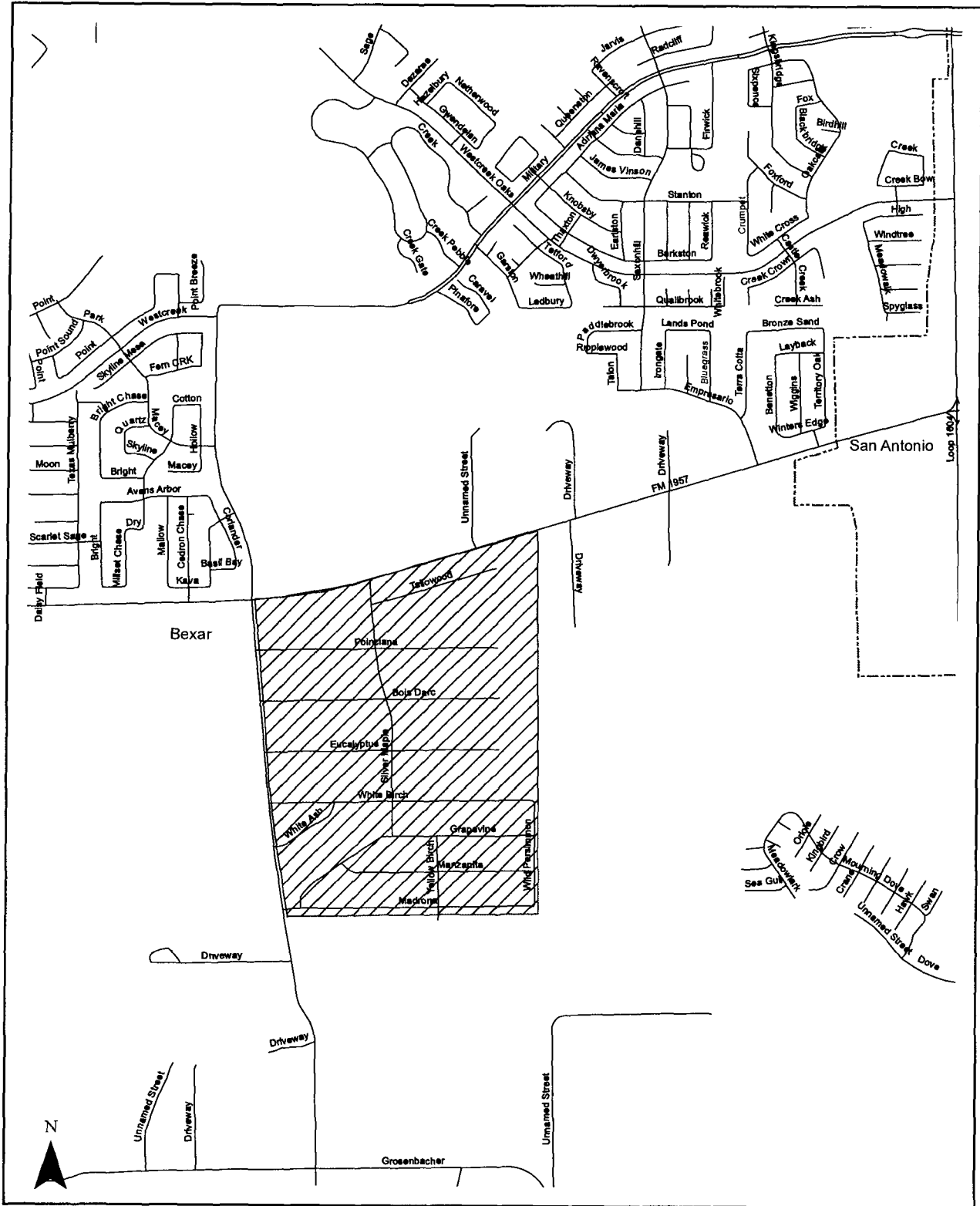


Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),


000310

COOLCREST PWS 0150046

Bexar County, TX



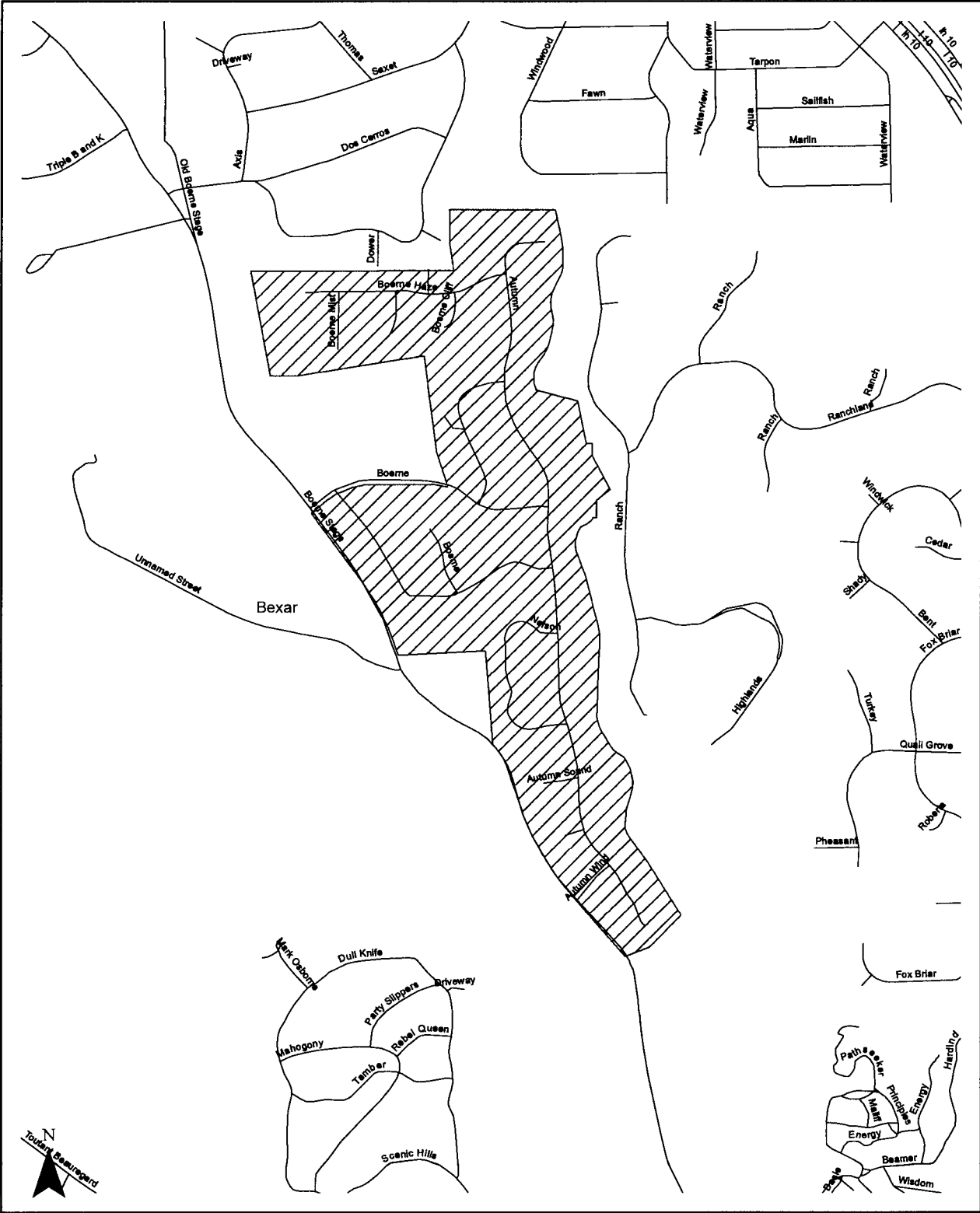
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COUNTRY SPRINGS PWS 0150421

Bexar County, TX



Legend

WATER_SERVICES_INC

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ENCHANTED RIVER ESTATES PWS 0100039

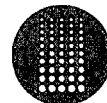
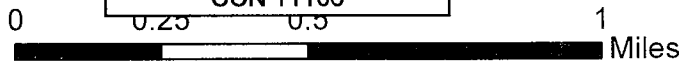
Bandera County, TX



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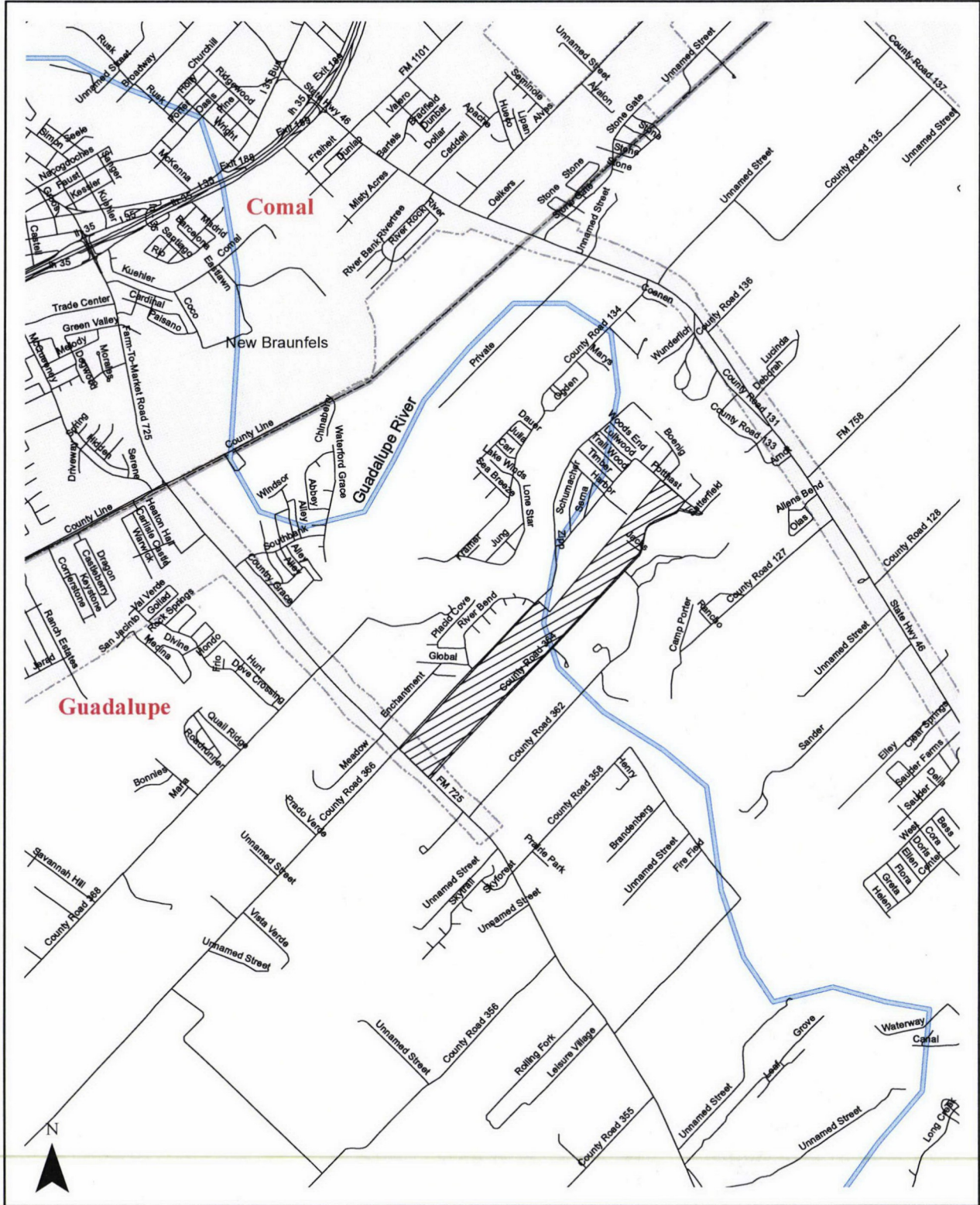
Water Services, Inc.
CCN 11106




SouthWest
Water Company™

GARDEN OAKS PWS 0940030

Guadalupe County, TX

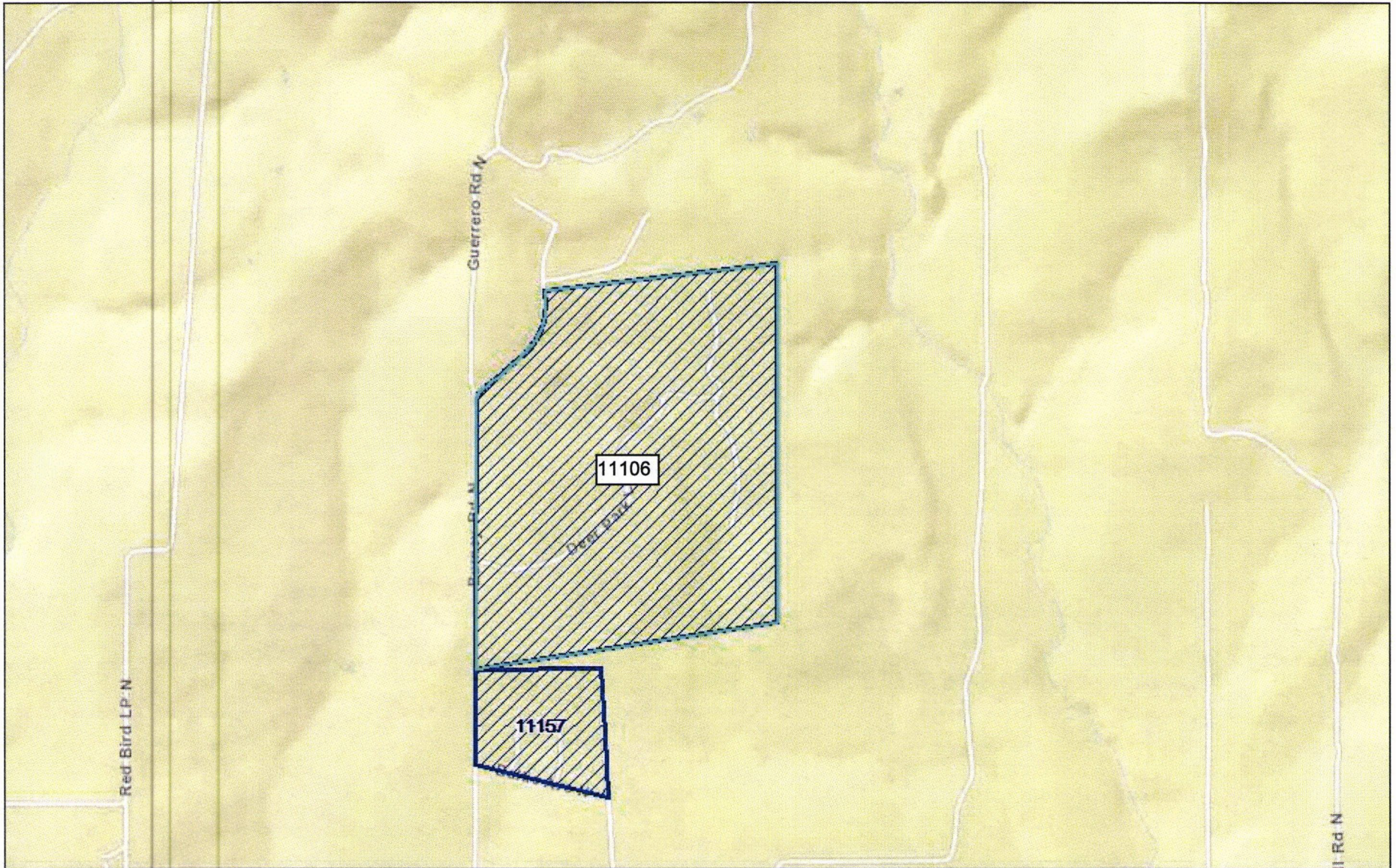


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CCN 11106

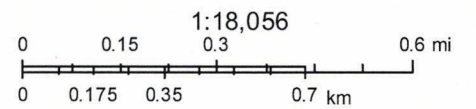
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Heritage Park PWS 1330007



September 23, 2016

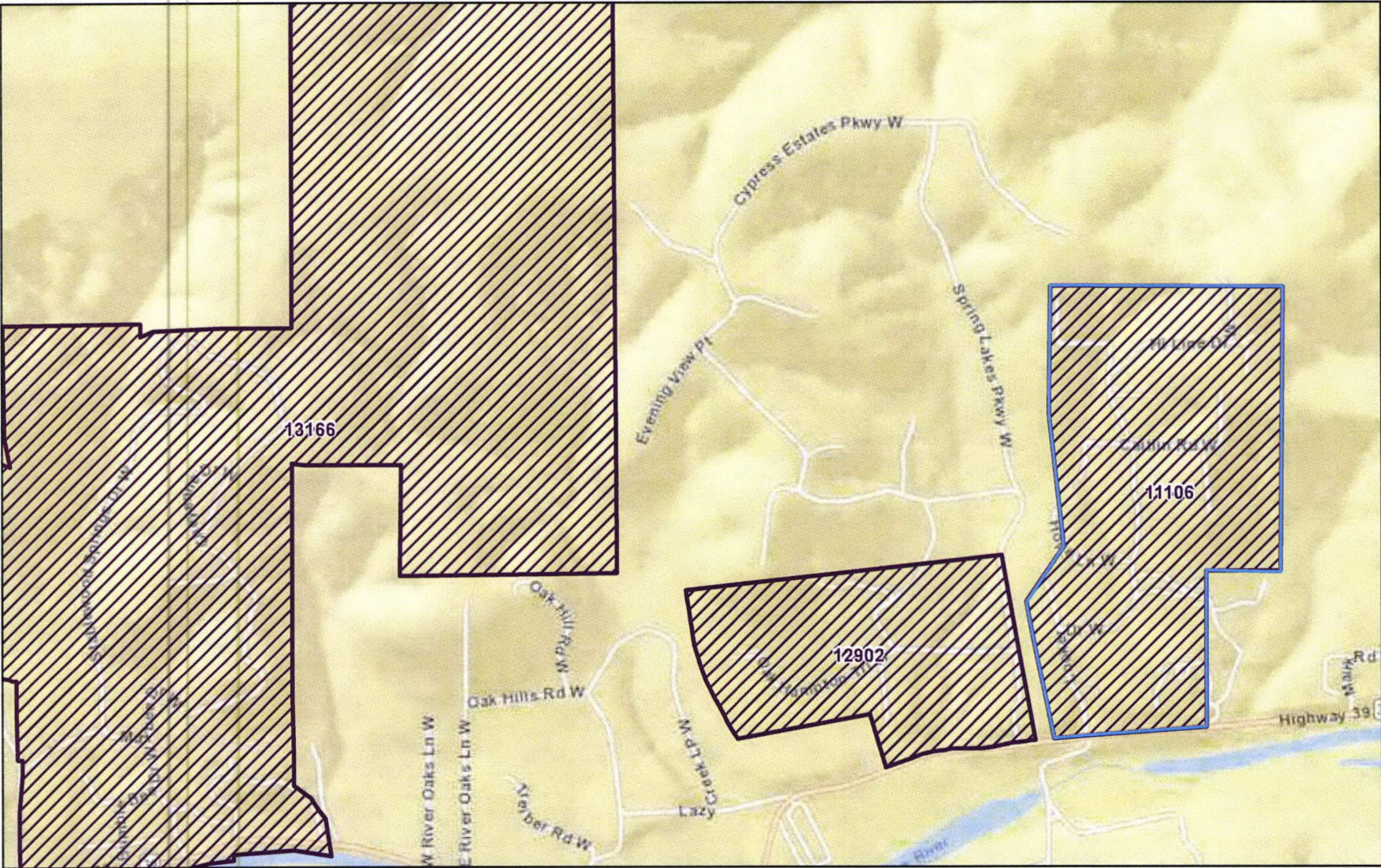
 Water CCN Service Areas
TxDOT Counties



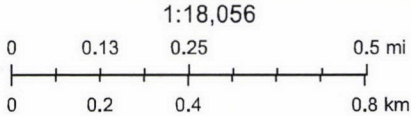
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Hills & Dales PWS 1330030

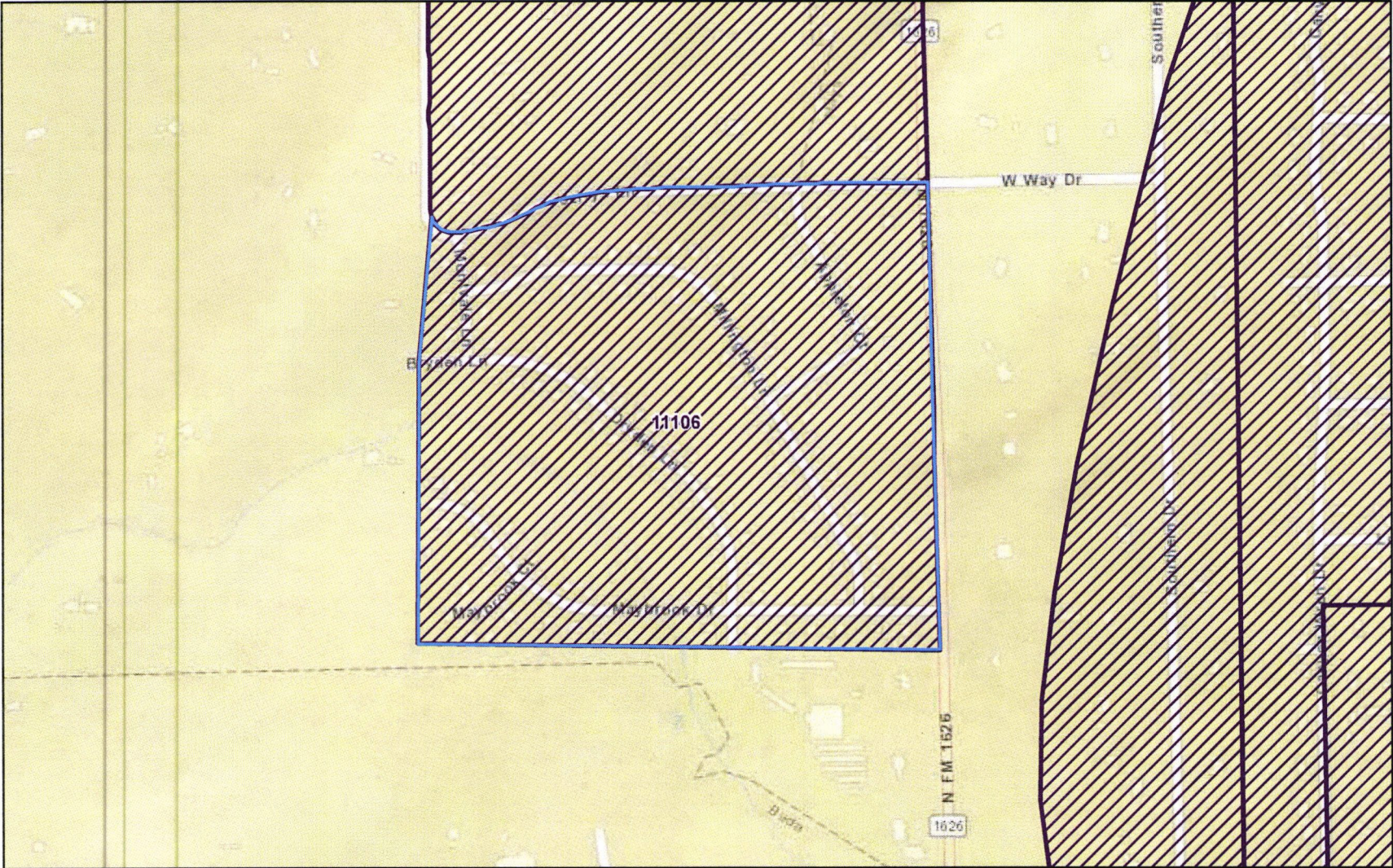


November 17, 2019

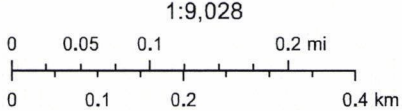


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NOAA, **000316**

Huntington Estates PWS No. 1050124



November 18, 2019



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,


000317

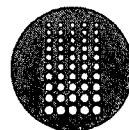
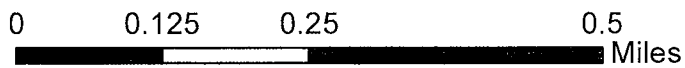
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Bexar County, TX



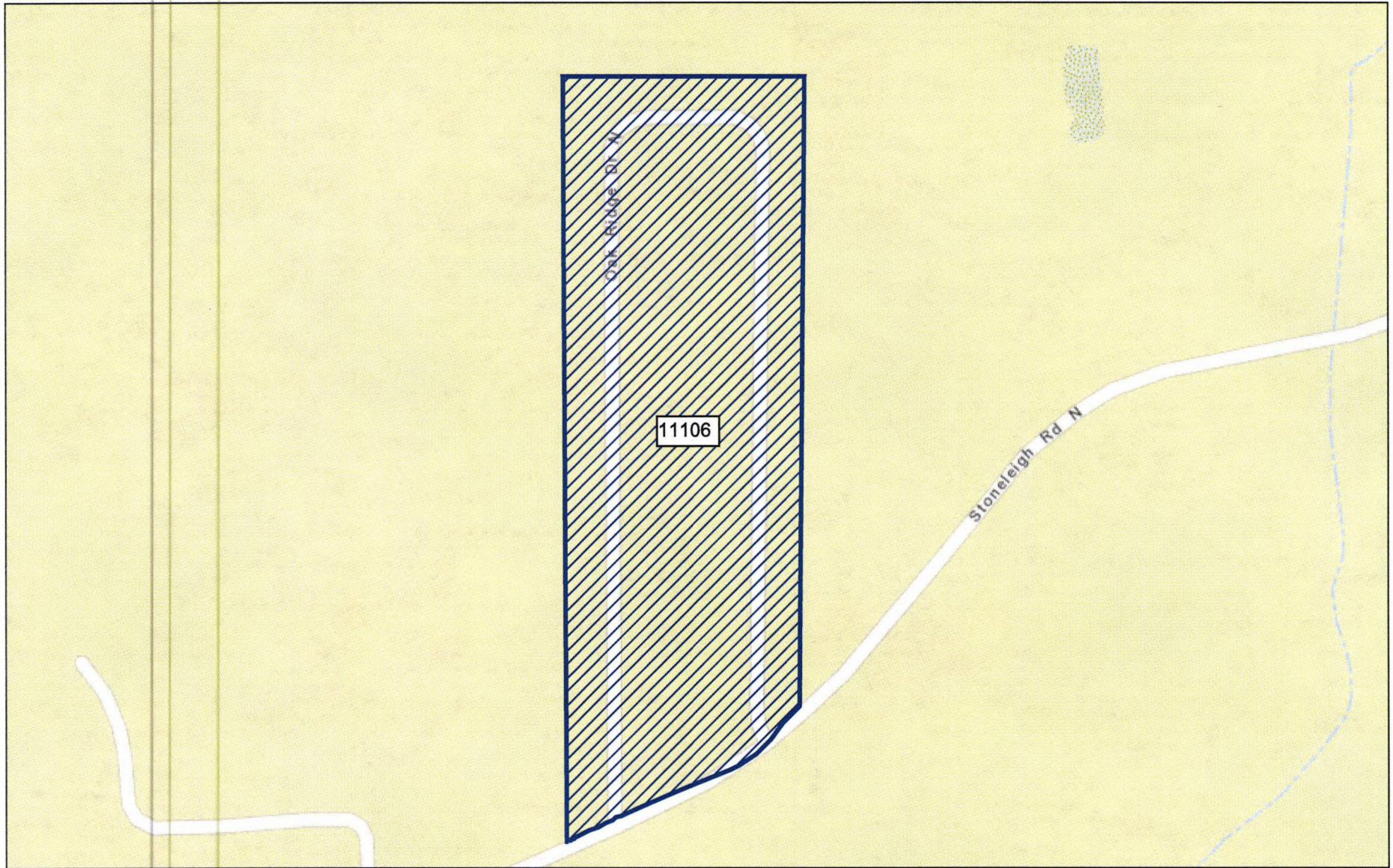
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**SouthWest
Water Company**SM

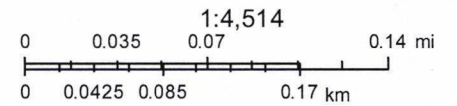
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September 21, 2016

 Water CCN Service Areas

 TXDOT Counties

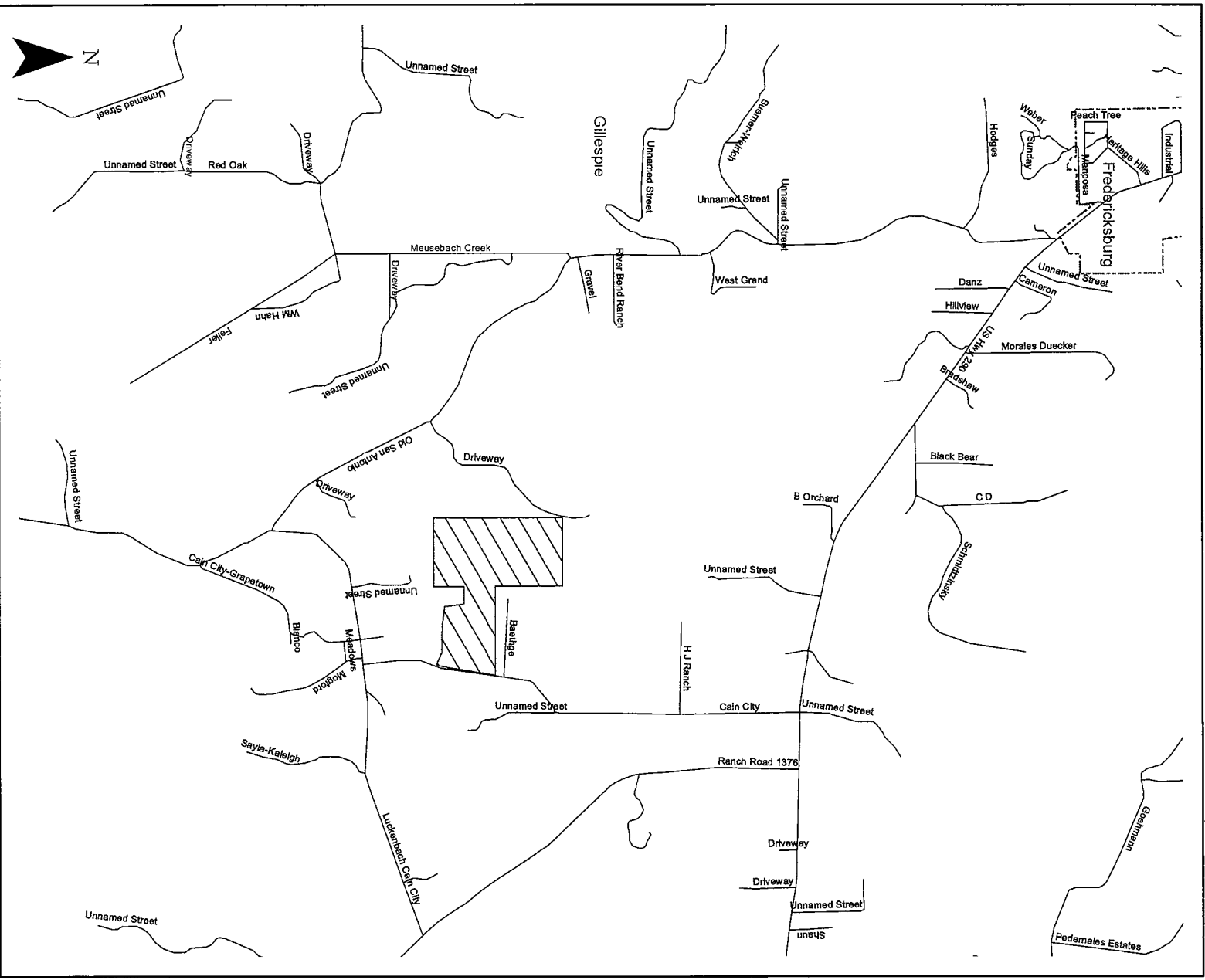


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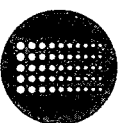
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Water Services, Inc.
CCN 11106

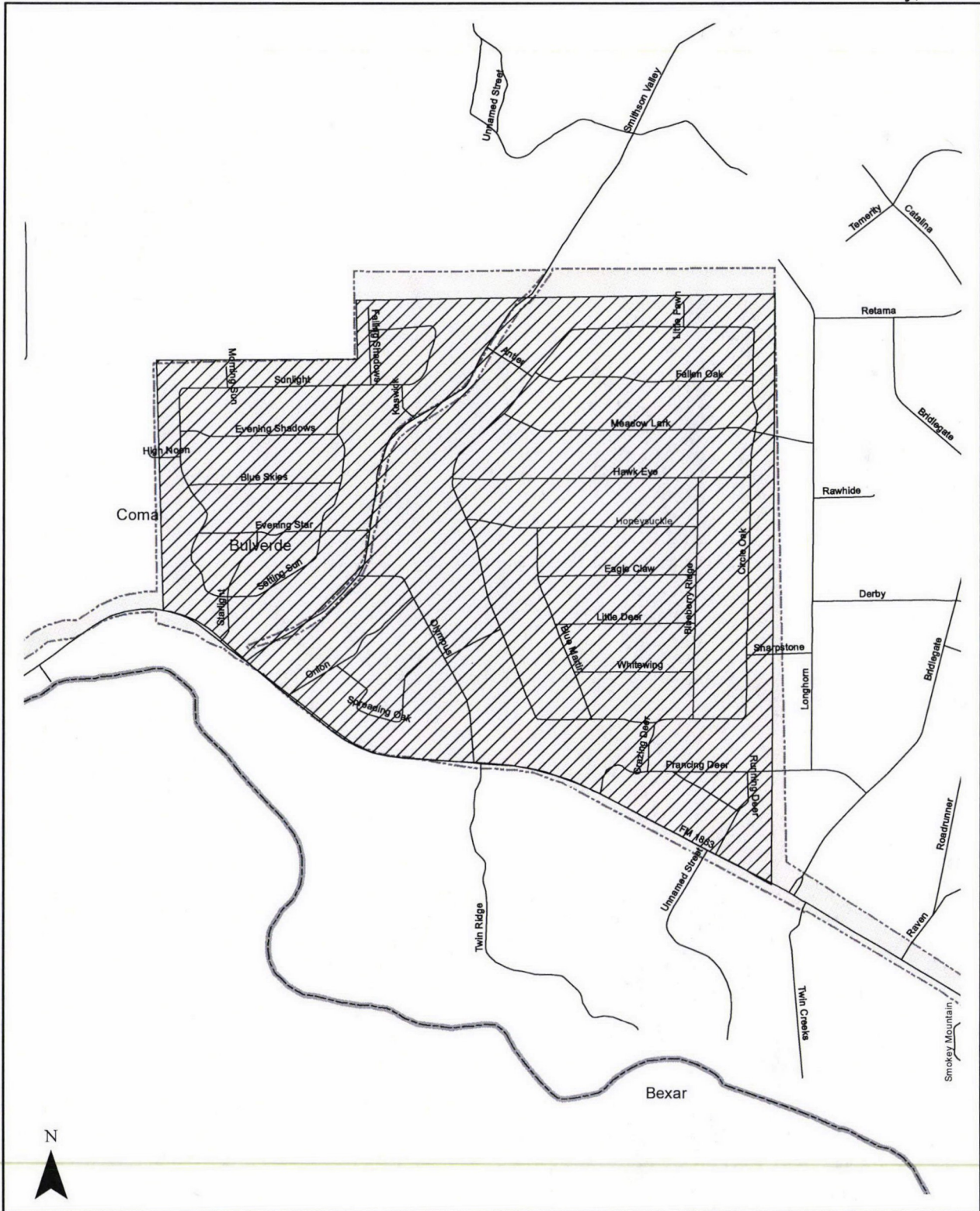


Southwest
Water Company

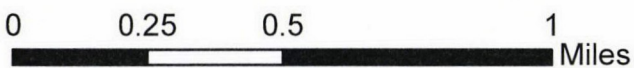
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OAK VILLAGE NORTH PWS 0460037

Comal County, TX

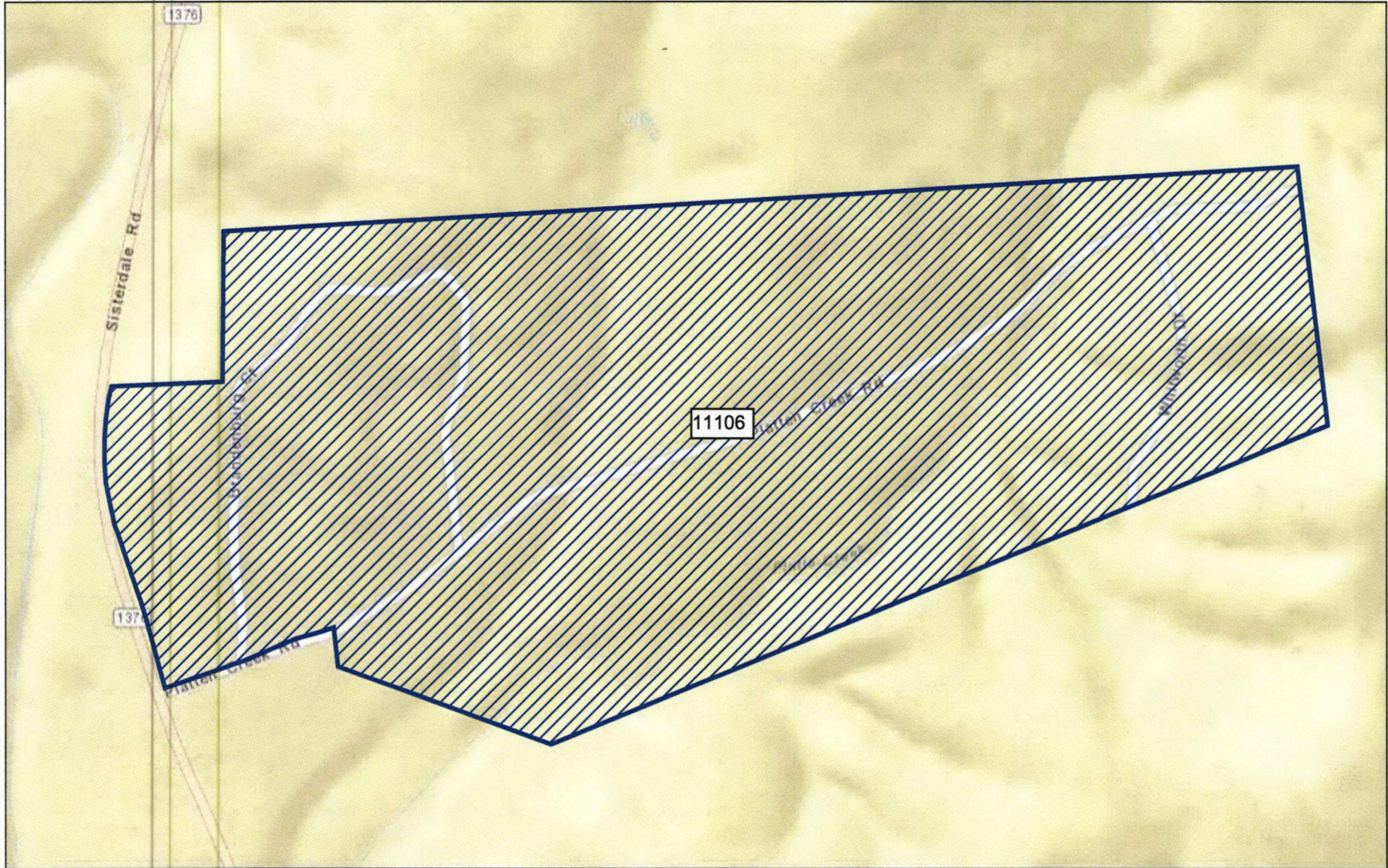


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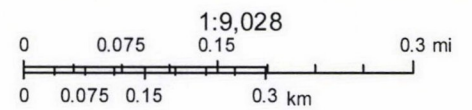
Platten Creek PWS 1300035



September 21, 2016

 Water CCN Service Areas

TxDOT Counties

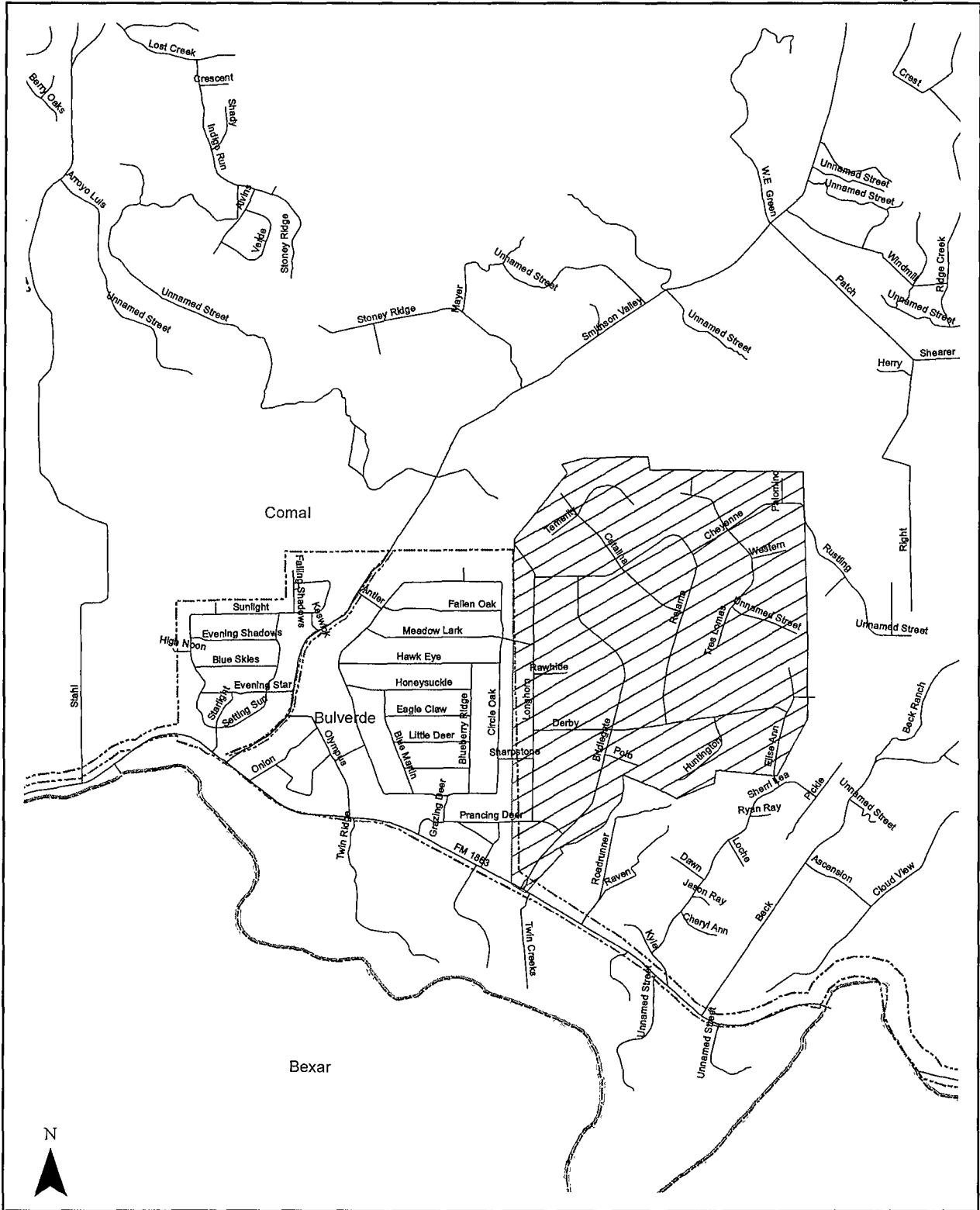


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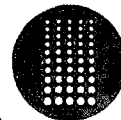
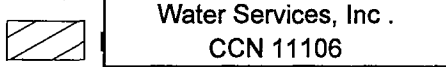
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RIM ROCK RANCH PWS 0460211

Comal County, TX



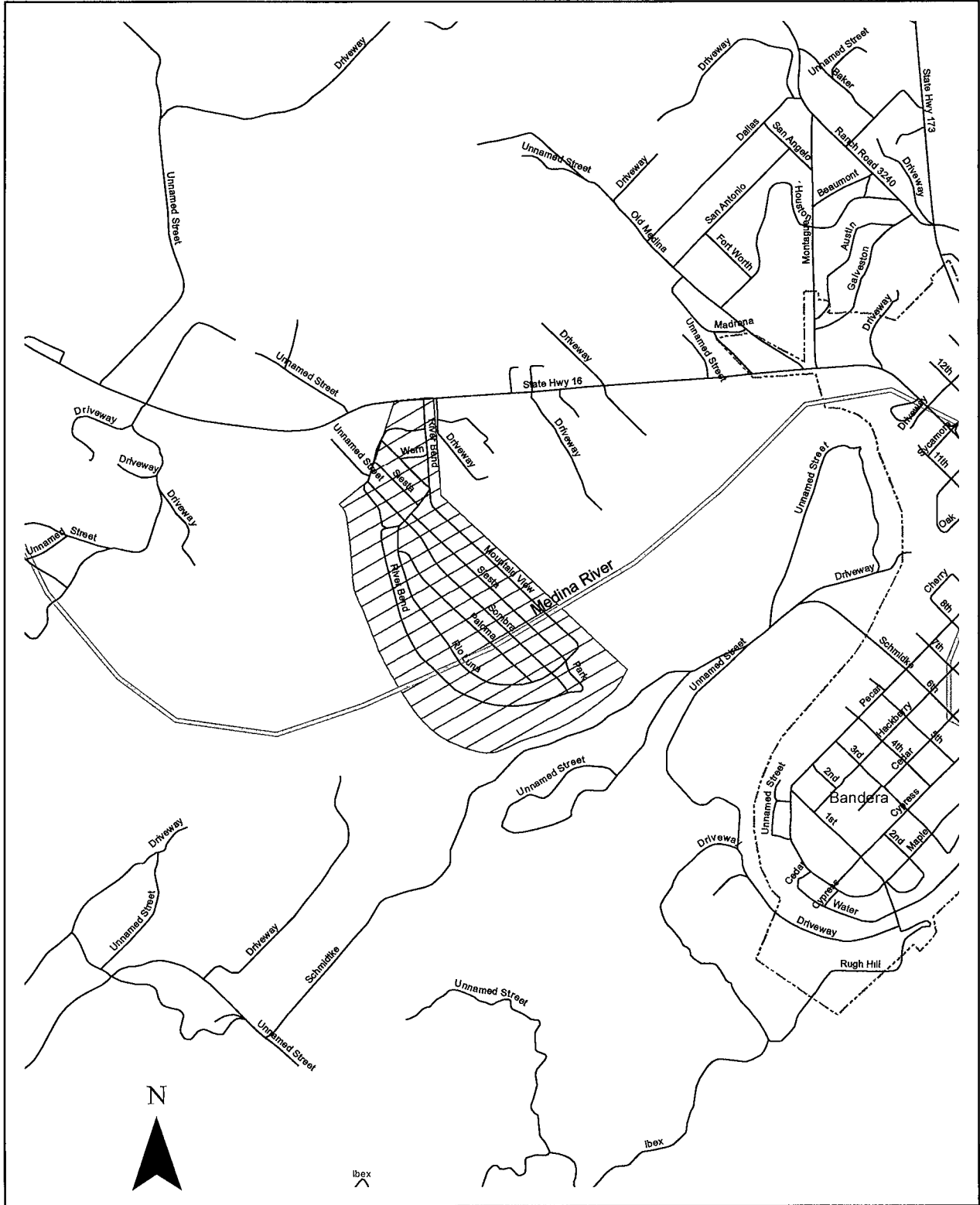
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
**SouthWest
Water Company™**

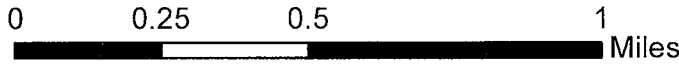
RIVER BEND ESTATES PWS 0100042

Bandera County, TX

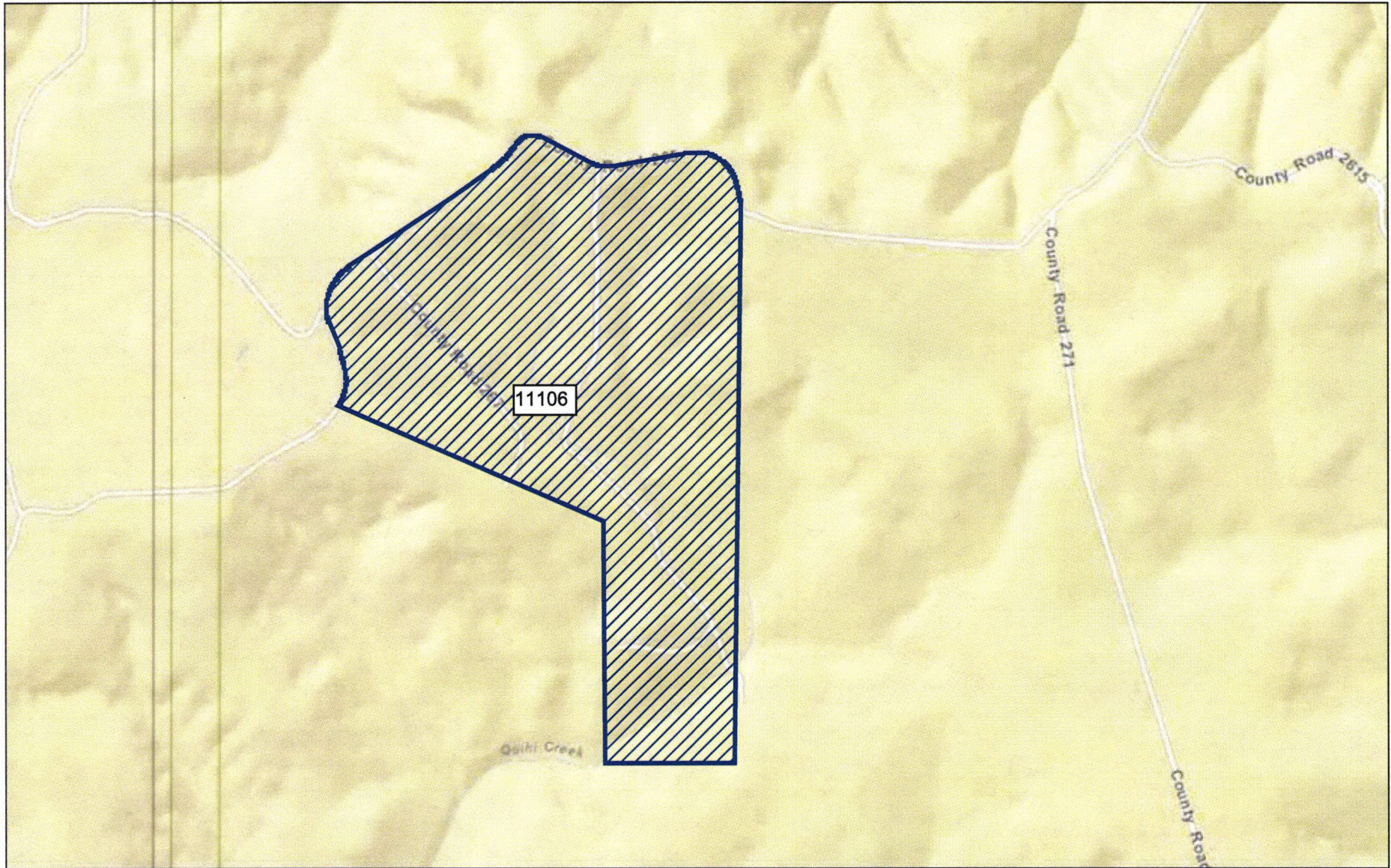


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 Water Services, Inc.
CCN 11106



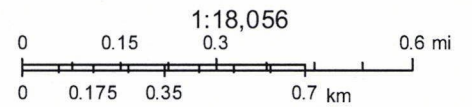
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September 21, 2016

 Water CCN Service Areas

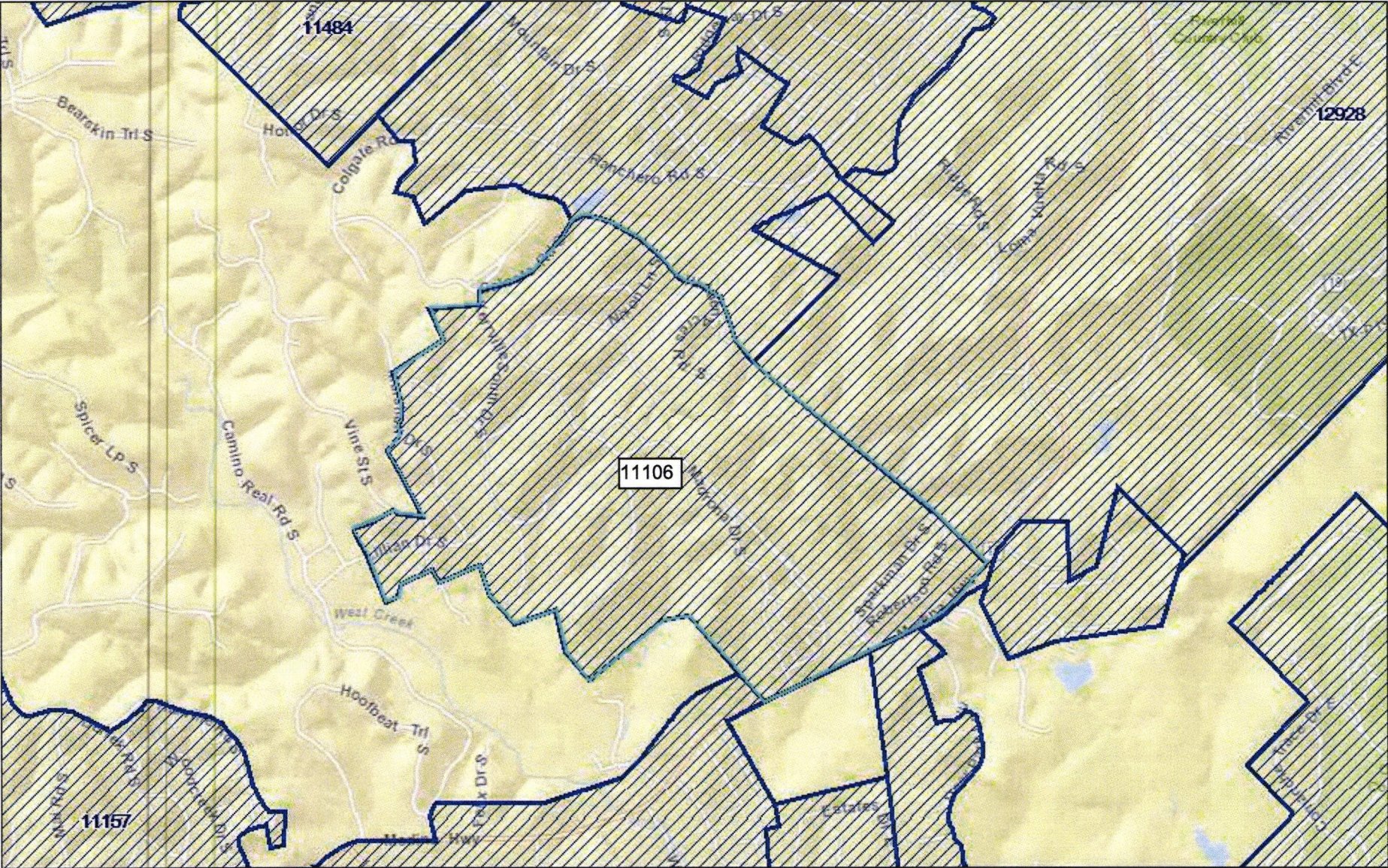
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Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand),

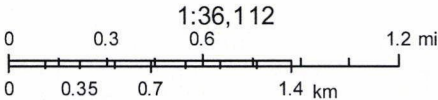
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Southern Hills PWS 1330128



October 26, 2016

 Water CCN Service Areas
TxDOT Counties

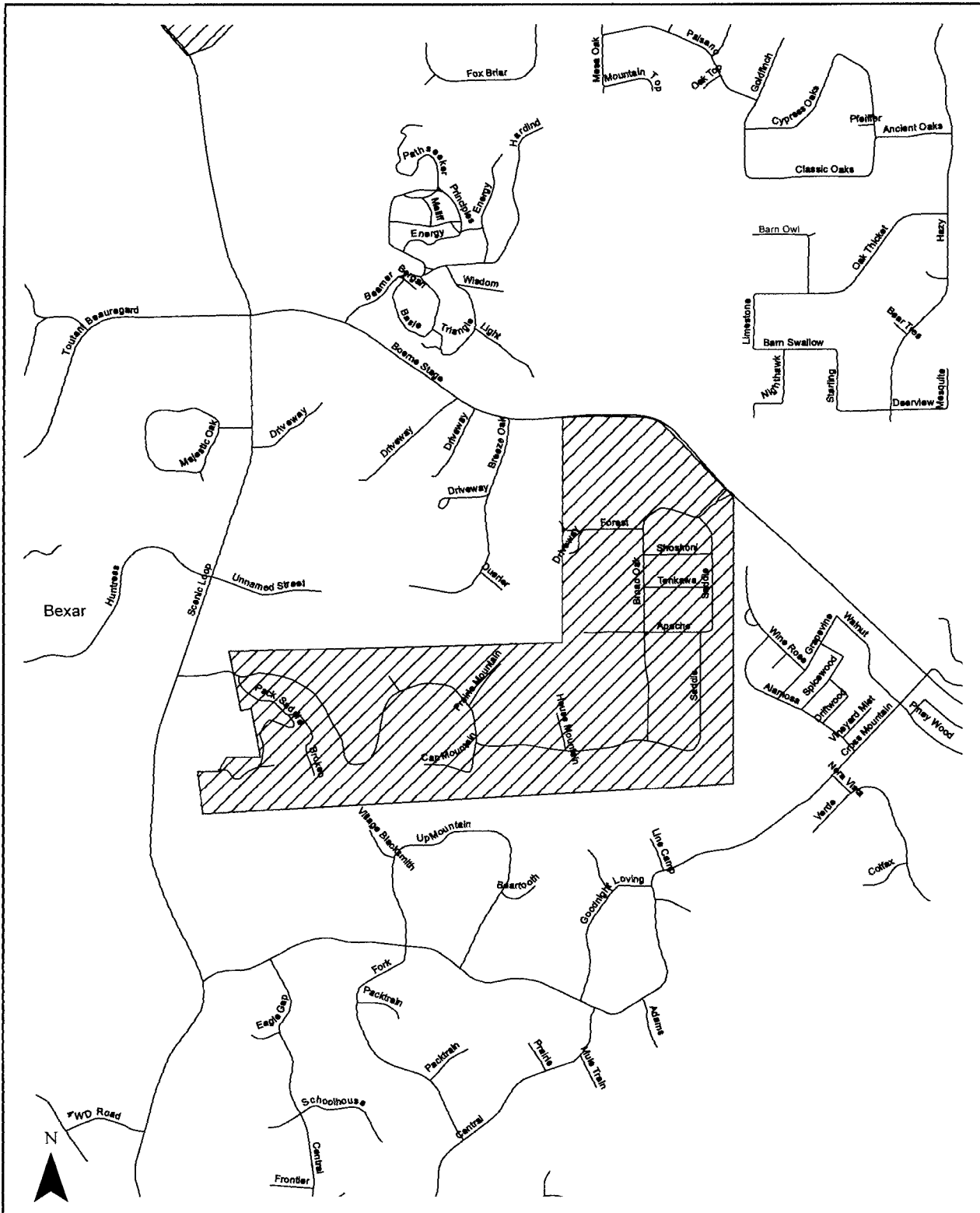


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
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STAGE COACH PWS 0150096

Bexar County, TX



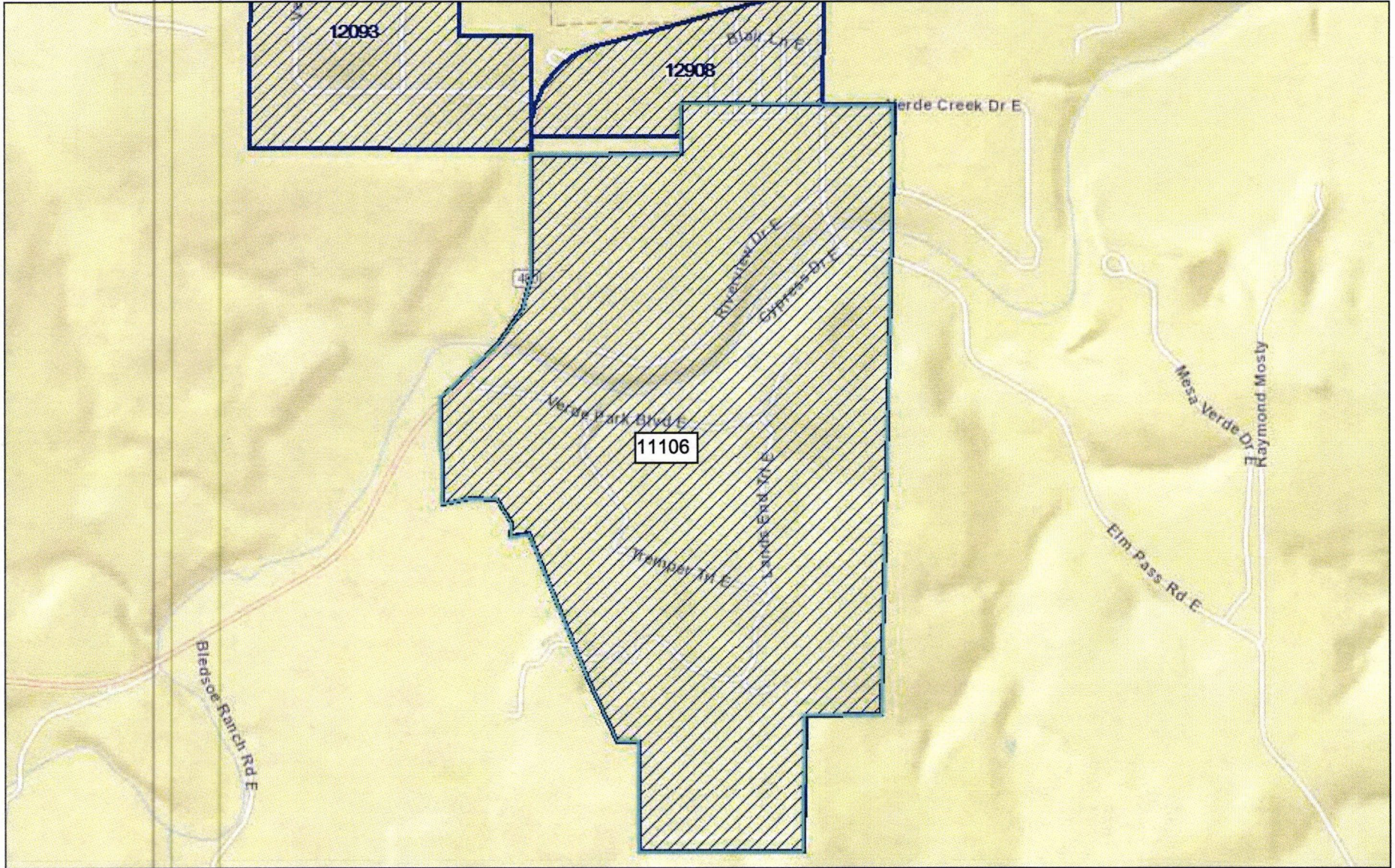
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 WATER_SERVICES_INC

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000327

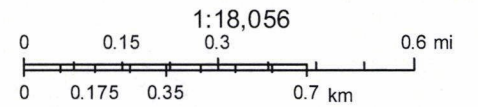
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October 26, 2016

 Water CCN Service Areas

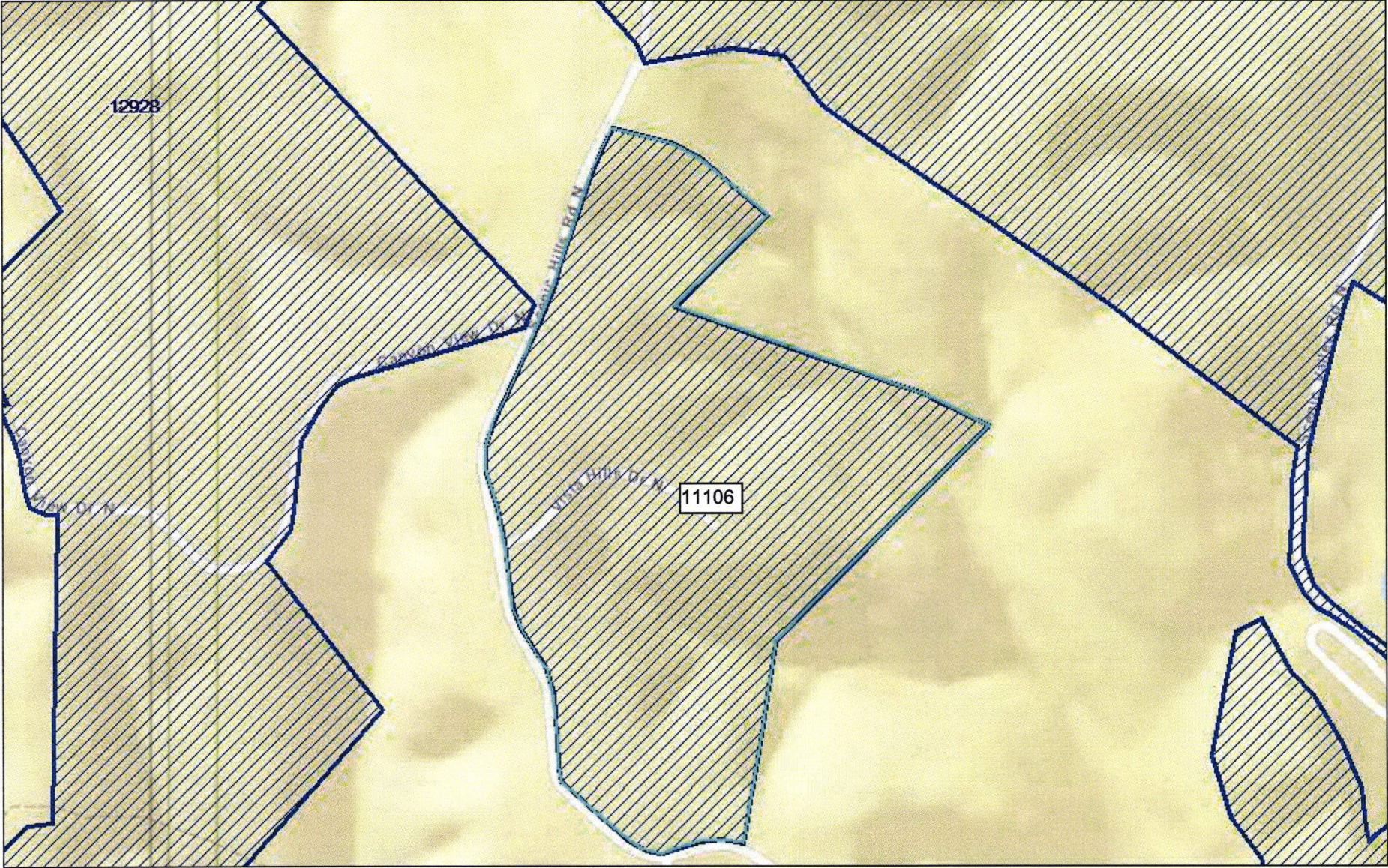
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Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

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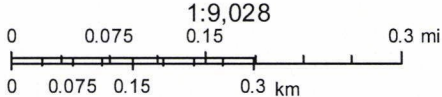
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October 26, 2016

 Water CCN Service Areas

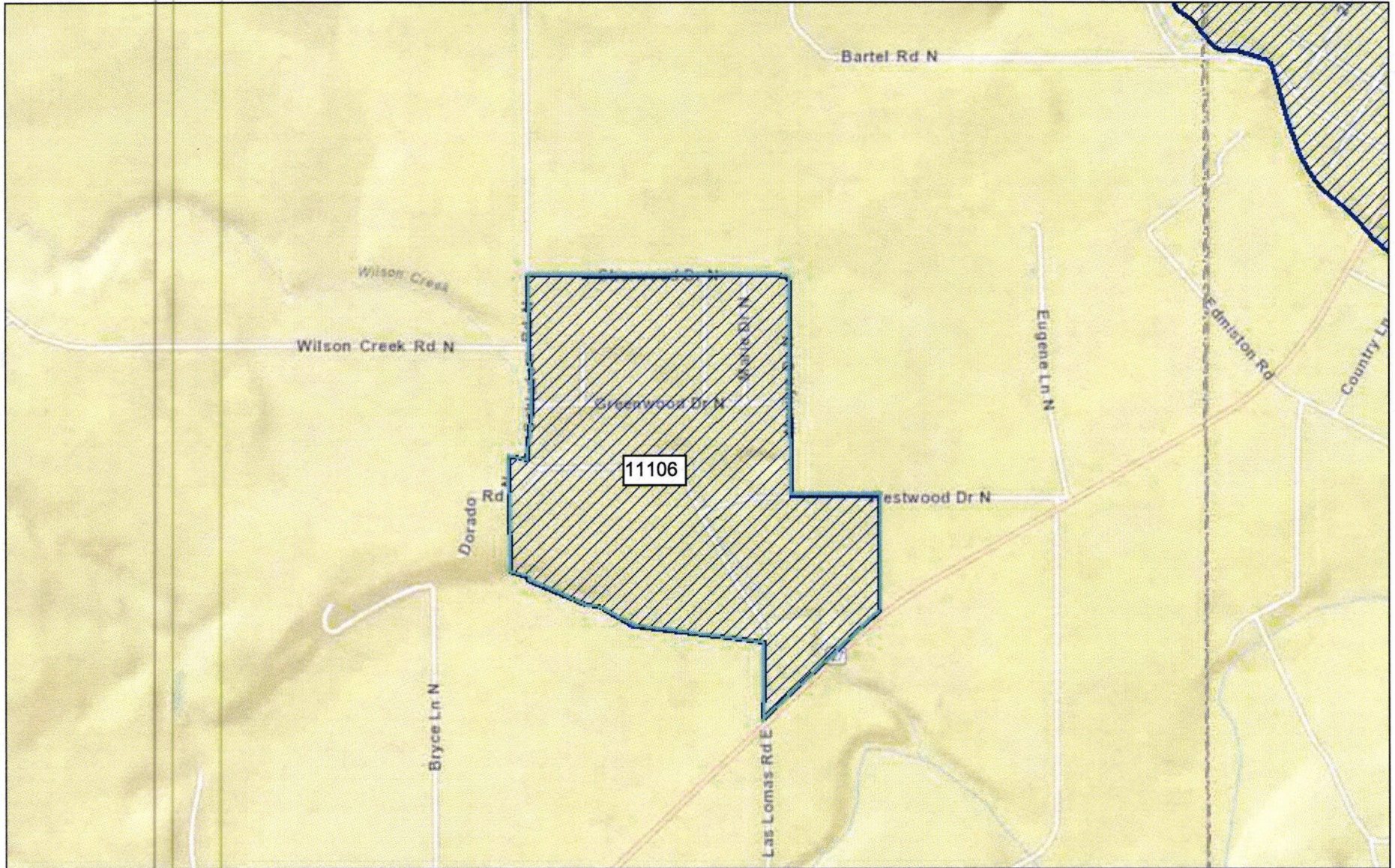
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000329

Westwood Water System PWS 1330015

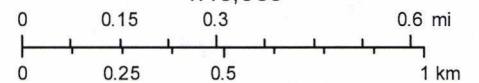


October 27, 2016

 Water CCN Service Areas

 TxDOT Counties

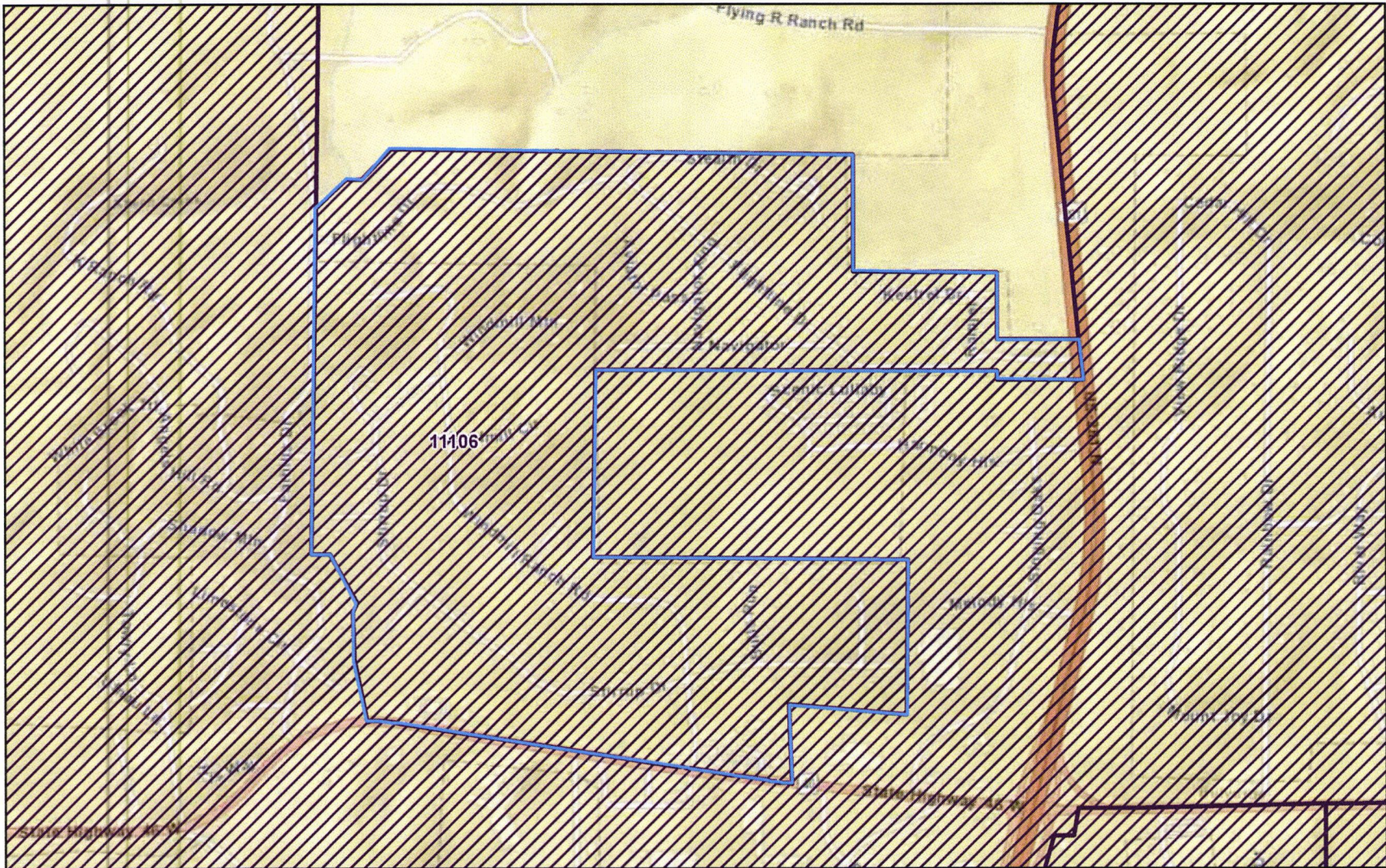
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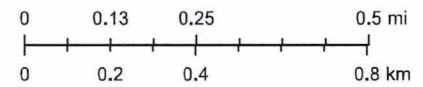
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Windmill Ranch System PWS 0460211



November 17, 2019

1:18,056




Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

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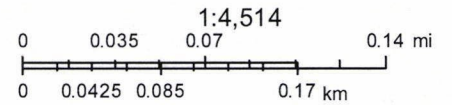
Windwood PWS 1330141



October 26, 2016

 Water CCN Service Areas

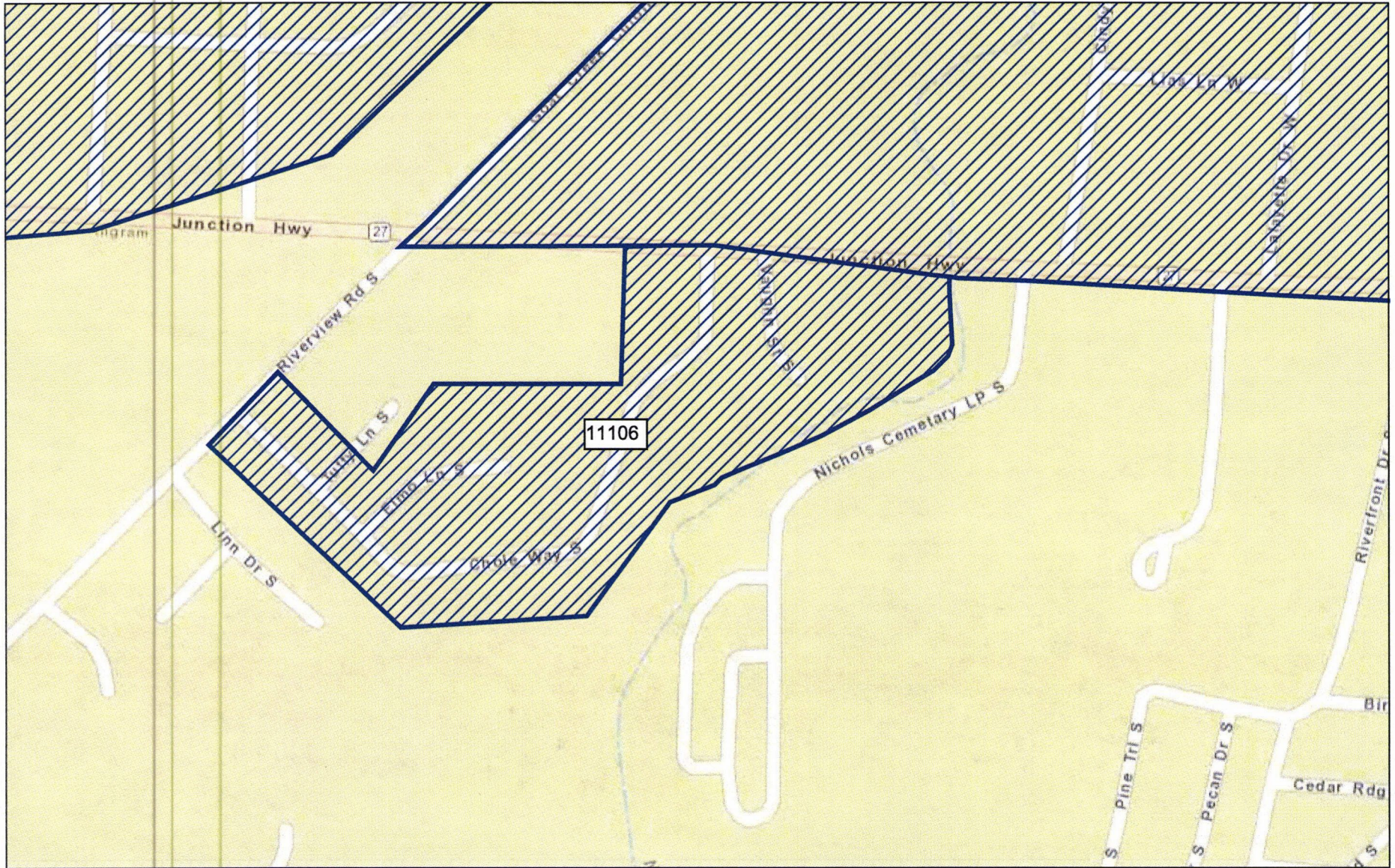
TxDOT Counties




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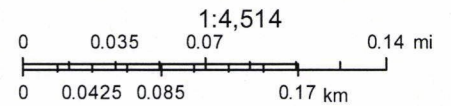
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September 21, 2016

 Water CCN Service Areas

TxDOT Counties

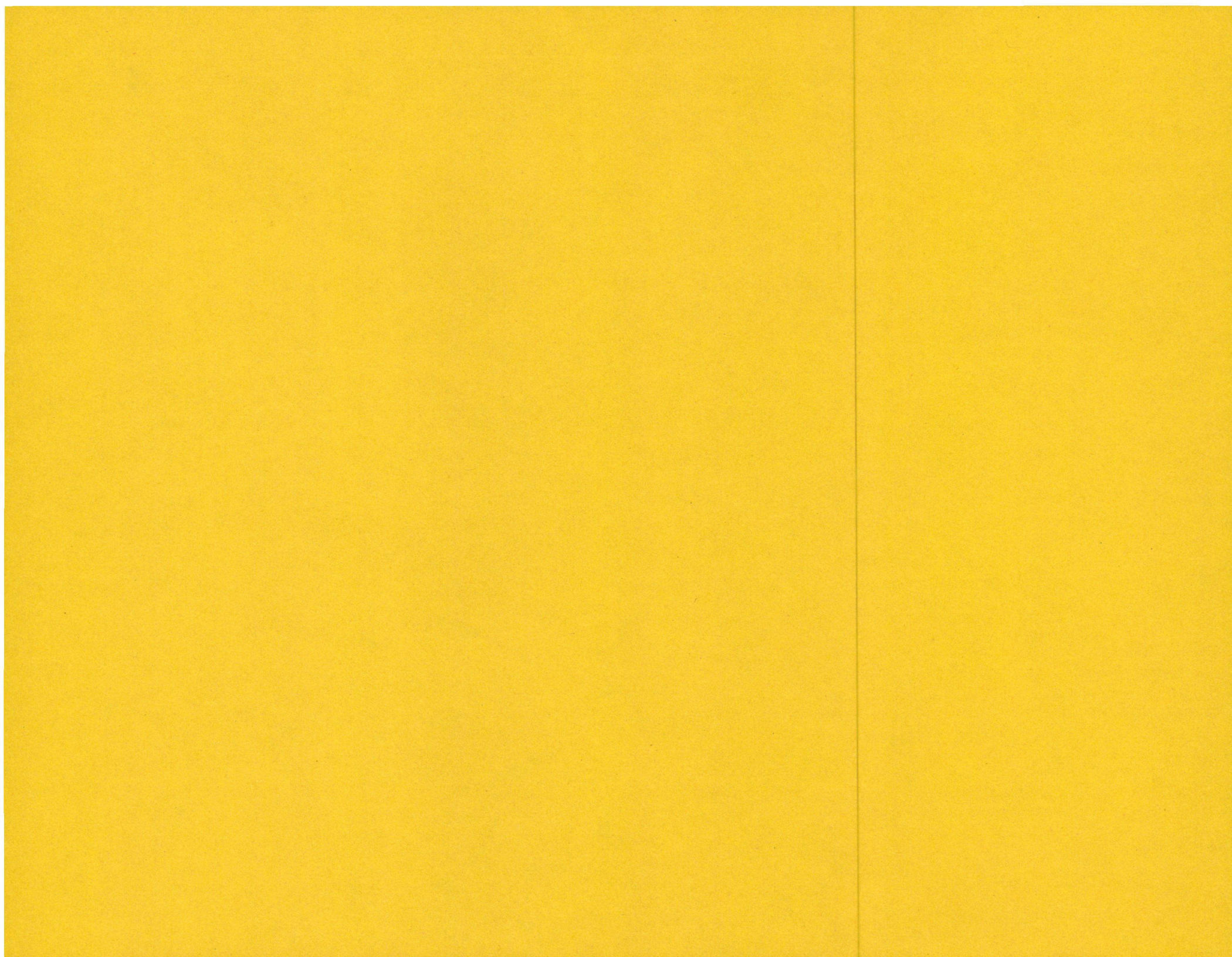


Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand),

000333

Digital Mapping Data

Part G: Question 29

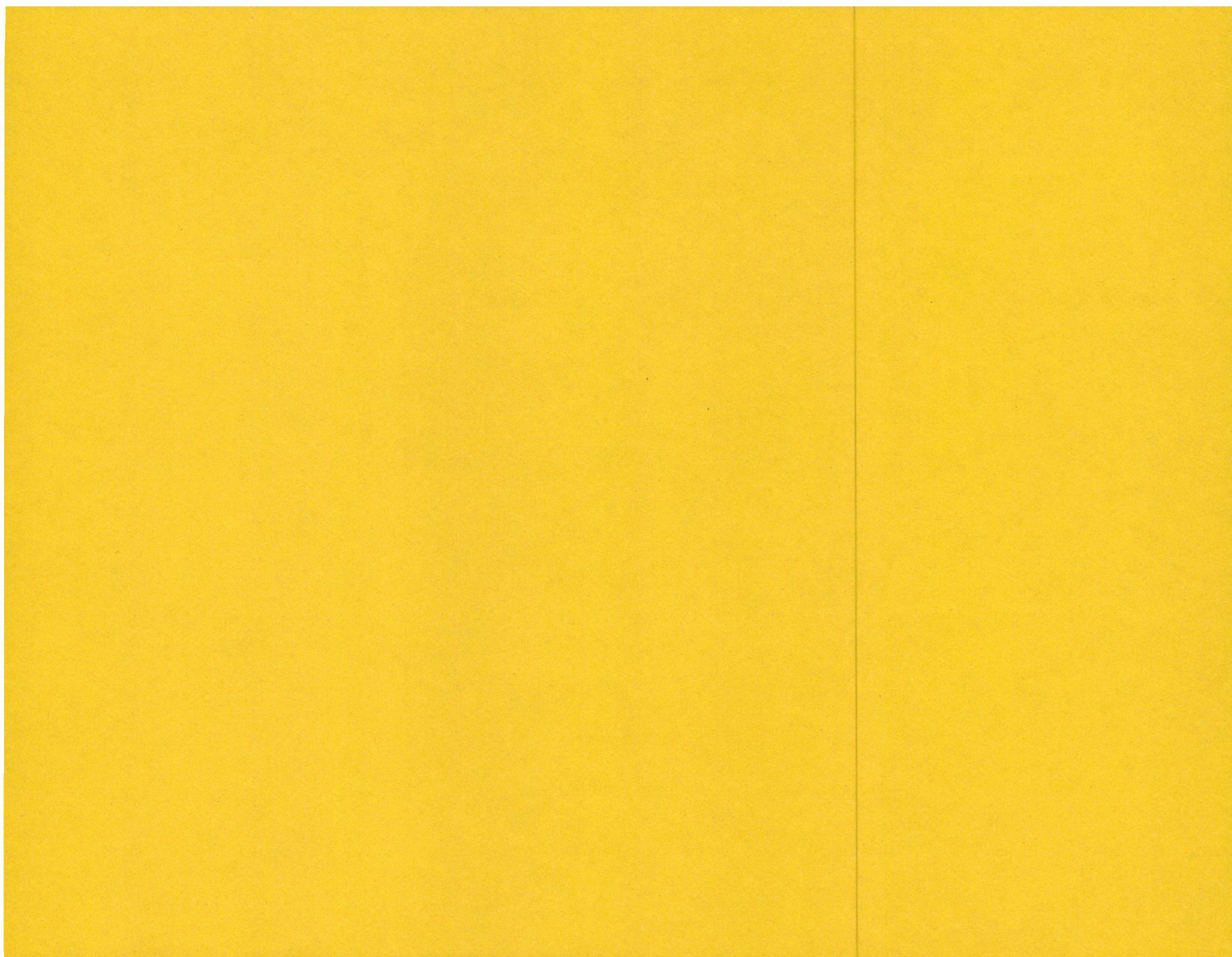


Digital Mapping

All current certificated service areas are to be transferred from
CCN 11106 to CCN 12983

Location Details

Question H – 30



DESCRIPTIONS OF SERVICE AREAS TO BE TRANSFERRED TO:**Monarch Utilities I, L.P. CCN Number 12983 from Water Services, Inc. Certificate No. 11106****BANDERA COUNTY:**

Enchanted River Estates Total area is approximately 164 acres and there are 143 customers in the area to be transferred. It is located approximately 2 miles east of downtown Bandera, Texas and is generally bounded on the north by State Highway 16 and Bandera Creek; on the east by Tobin Ranch Rd., on the south by Bottle Springs Road, and west by the Medina River John's Road.

River Bend Estates is located approximately 2 miles west of downtown Bandera, Texas and is generally bounded on the north by State Highway 16; on the east, south, and west by the Medina River. Total area is approximately 155 acres and there are 152 customer connections within the area.

BEXAR COUNTY

Bavarian Hills: Total area is approximately 115 acres and there are 68 customers in the requested area. It is located approximately 21 miles north of downtown San Antonio Texas. The service area is bounded generally on the north by Muesbach Creek, on the east by Timberline Drive, on the south by W. Borgfield Road, and on the west by Bordelon Way and George O'Brien Drive.

Coolcrest Subdivision (PWS #0150046) The total area is approximately 304 acres and there are 312 customers in the requested area. It is located approximately 15 miles west of downtown San Antonio. The service area is generally bounded on the north by Farm to Market Road 1957, on the east by Farm to Market Road 1604, on the south by Grosenbacher Road and American Lotus Road, and on the west by Grosenbacher Road.

Oaks North Mobile Home Estates Subdivision (PWS #0150135) Total area is approximately 304 acres and there are 342 customers in the requested area. It is located approximately 20 miles north of downtown San Antonio, Texas. The service area is generally bounded on the north and east by East Borgfield Road and on the south by East Gate Drive and on the west by Lasso Bend. The total area is approximately 230 acres .

Stage Coach Hills Subdivision (PWS #0150096) Total area is approximately 50 acres 162 customer connections in the area to be transferred. It is located approximately 20 miles northwest of downtown San Antonio, Texas. The service area is generally bounded on the north and east by Boerne Stage Coach Road, on the south by Up Mountain Trail, and on the west by Scenic Loop Road.

Country Springs System (PWS #0150421) (Country Bend Subdivision) Total area is approximately 380 acres and there are 254 connections in the area to be transferred. It is located approximately 8.5 miles southeast of Boerne, Texas. It is generally bounded by Boerne Stage Coach Road on the west, Dos Cerros Loop E on the north, Ranch Creek Road on the east, and Boerne Stage Coach Road on the south.

COMAL COUNTY

Oak Village North Subdivision (PWS #0460037) Total area is approximately 2,200 acres and 635 customers connections are in the area to be transferred. It is located approximately 17 miles west of downtown New Braunfels. The service is generally bounded on the north by Lewis Creek, on the east by Longhorn Trail, on the south by Farm to Market Road 1863, and on the west by Stahl Lane.

Windmill Ranch System serves Windmill Ranch and Kestrel Airpark subdivisions. Total area is approximately 571 acres and there are 239 connections in the area. It is located approximately 2 miles north of Bulverde, Texas and is generally bounded on the north by Flying R Ranch Road.; on the east by U. S. Highway 281; on the south by State Highway 46; and on the west by Farhills Drive.

Rim Rock Ranch Total area is approximately 1,200 acres and there are 339 connections in the area to be transferred. It is located east of and adjacent to the town of Bulverde, Texas and is generally bounded on the north by Smithson Valley Road, on the east by Rustling ridge, on the south by Farm to Market Road 1863, and on the west by Circle Oak Drive.

GILLESPIE COUNTY:

Oakview Water System Total area is approximately 170 acres and there are 64 customers in the area to be transferred. It. is located approximately 7 miles south southeast of downtown Fredericksburg, Texas and is generally bounded on the north by S. 290; on the east by Cain City Rd.; on the south by Cain City — Luckenbach Rd.; and on the west by Old San Antonio Rd.

HAYS COUNTY

Huntington Estates Total area is approximately 115 acres and there are .126 customer connections in the area. It is located in northern Hays County approximately 13.7 miles southwest from downtown Austin, TX and is generally bounded by FM 1626 on the east, Jerry's Lane to the north, Maybrook Drive to the south, and Montvale Lane to the west.

KENDALL COUNTY

Cascade Mobile Home Park Subdivision (PWS 111300005) Total area is approximately 51 acres and there are 102 customer connections within the area to be transferred. It is located approximately 3 miles southeast of downtown Boerne, Texas. The service area is generally bounded on the south and west by Interstate Highway 10, on the east by Balcones Creek and Cascade Cavern Road, on the north by Cascade Cavern Road.

PLATTEN CREEK WATER is located approximately 6.4 miles north of Sisterdale and is bounded on the north by Langley Road, on the east by Platten Creek Road, on the south by Platten Creek, and on the west by FM 1376. Total area is approximately 242.8 acres and there are 37 connections in the area to be transferred.

KERR COUNTY:

CEDAR SPRINGS MOBILE HOME VILLAGE is located approximately 2 miles west of Ingram and is generally bounded by State Highway 39 on the south, Lakeshore Trail on the west, Chestnut Oak Street W on the north, and White Oak Street West on the east. Total area is approximately 22.2 acres and there are .48 customers in the area to be transferred.

CENTER POINT is located approximately 0.5 miles north of downtown Center Point and is generally bounded by the Guadalupe River on the south, Bowlin Drive East and Depot Alley on the west, Highway 27 on the north, and Steele Creek on the east. Total area is approximately 93 acres 56 customer connections in the area to be transferred.

HERITAGE PARK is located approximately 2 miles east of Center Point and is generally bounded by Burney Road North on the west, an unnamed County Road on the north, Bluff Creek N Road on the east and Total area is approximately 212 acres and there are 29 customers in the area.

HILLS and DALES is located approximately 5 miles north of Ingram and is bounded on the south by State Highway 39, on the west by Spring Lakes Parkway W, Johnson Creek on the east, and Cypress Parkway West on the north. Total area is approximately 188 acres and there are 74 customer connections in the area to be transferred.

OAK RIDGE ESTATES is located approximately 0.25 miles east of Center Point and is bounded by Stoneleigh Road on the south. Total area is approximately 21.6 acres and there are 43 connections in the area.

SOUTHERN HILLS is located approximately 4 miles south of Kerrville and is generally bounded by Highway 16 (Medina Highway) on the south, West Creek and Madrona Drive on the west, and Calcote Road and Nixon Lane on the north and east. Total area is approximately 1,349 acres and there are 296 connections in the area to be transferred.

VERDE PARK ESTATES is located approximately 1 mile south of Center Point, and is generally bounded on the west by Farm to market Road 480, on the north by Verde Creek Drive and Austin Lane E, on the east by Elm Park Road, and on the south by Bledsoe Ranch Road E. Total area is approximately 490 acres and there are 70 customer connections in the area to be transferred.

VISTA HILLS is located approximately 5 miles north of Kerrville and is bounded by Scenic Hills road on the west and south and bounded by Scenic Valley Road on the east and Mica Lane on the north. Total area is approximately 92.3 acres and there are 12 customers in the area.

WESTWOOD is located approximately 0.5 miles west of Comfort and is generally bounded by Schradoer Road on the west, Sherwood Drive on the north, Marilyn Drive North on the east, and on the south by State Highway 27. Total area is approximately 220 acres and there are 108 customers in the area to be transferred.

WINDWOOD OAKS SUBDIVISION is located approximately 8.5 miles southwest of Kerrville and is generally bounded by Turtle Creek on the west, south, and east, and by Oak Wood Road East on the north. Total area is approximately 48 acres and there are 20 customers in the area..

WOODHAVEN MOBILE HOME PARK is located approximately 1 mile east of Ingram and generally bounded by Riverview Road on the west, Rowland Lane on the south, Nichols Cemetery LP on the east, and State Highway 27 on the north. Total area is approximately 17.3 acres and there are 32 customers in the area to be transferred.

MEDINA COUNTY:

ROCKY CREEK SUBDIVISION is located approximately 32 miles northwest of San Antonio and is generally bounded by County Road 265 on the north, County road 266 on the west, Quihi Creek on the south, and County Road 271 on the east. Total area is approximately 310 acres and there are 40 connections in the area.

Additional Information



ADDITIONAL INFORMATION

1. The legal names of the applicants are:

Monarch Utilities I L.P. - does not use an assumed name

SWWC Utilities, Inc. dba Water Services, Inc

2. The form of business in Texas (e.g., corporation, partnership, sole proprietorship). Charter or Authorization number, date business was formed, and date change was made (if applicable).

Monarch Utilities I LP. is a limited partnership, Texas Secretary of State filing number 800034797. It was originally formed as Tecon Water Company, L.P. on December 10, 2001. A name change was approved on July 30, 2004 (see response to Part C Question 7).

SWWC Utilities, Inc. dba Water Services, Inc. a wholly owned, direct subsidiary of SouthWest Water Company, a for profit corporation, Texas Secretary of State filing number 0800099536.

3. Legal name of parent company, if any, and a description of its primary business interests and the name of any companies affiliated with the applicant with which it does any business. Provide the state and date in which the parent company is registered. (The Commission requires registration with the Secretary of State for all forms of business, except sole proprietorships.)

The principal business activity of the parent company, SouthWest Water Company, is to own, operate and maintain water and wastewater infrastructure to provide utility service to retail customers. South West Water was incorporated in California in 1954 and reincorporated in Delaware in 1988. South West maintains corporate offices in Houston, TX. SouthWest Water Company was registered with the Texas Secretary of State on June 27, 2002. South West is 100% owned by SW Merger Acquisition Company which was incorporated in Delaware on March 1, 2010.