

August 5, 2021

RE: GBRA Western Canyon Customer Billing Update

The schedule below was shared with you in November 2020 after the bond refunding related to the Western Canyon Regional Water Supply Project and how it impacts your monthly debt service charge.

The billing for August 2021 adjusts to the \$468.63 per acre-foot for the debt and will remain at this level until the final three years of the bonds.

| Billing Dates | New Total Debt Service Rate per Acre Foot |
|---|--|
| November 2020 – July 2021 | \$257.49 |
| August 2021 – July 2033 | \$468.63 |
| August 2033 – July 2036 | \$54.61 |
| | |
| Combined Debt Service Rate prior to refunding | \$498.56 |

Additionally, the firm water rate and the plant treatment O&M rates for GBRA FY 2022 budget year will be effective on your September 2021 billing as communicated by email on July 2, 2021.

If you have questions or wish to discuss, please feel free to contact Randy Staats, Executive Manager of Finance/CFO, or myself.

Sincerely,



Sandra Terry
Deputy Executive Manager of Finance/CFO

Main Office: 933 East Court Street ~Seguin, Texas 78155
830-379-5822 ~ 800-413-4130 ~ 830-379-9718 fax ~ www.gbra.org



Guadalupe-Blanco River Authority
flowing solutions



Guadalupe-Blanco River Authority

Main Office: 933 East Court Street ~ Seguin, Texas 78155
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Bill

To: CANYON LAKE WATER SER CO.
PO BOX 1742
CANYON LAKE, TX 78133

Invoice Number: SI013109
Invoice Date: 9/1/2021
Terms
Customer ID AR041822RC

Page: 1

| Description | Unit | Quantity | Unit Price | Amount |
|--|------|----------|------------|-----------|
| Previous Balance | | | | 0.00 |
| W/S SAN JOSE-PARK VILLAGE 42127-041-99-99 (Park Village) 322 AF @ \$157/AF = \$50,554/yr or \$4,212.83/mo | | 1 | 4,212.83 | 4,212.83 |
| O&M CHARGES: WCANYON WTP O&M 42230-050-99-99 | | 6,393 | 1.247 | 7,972.07 |
| DEBT SERVICE CHARGES: DEBT SERV-2020 WCANYON COMB, CLW 42691-050-99-99 | | 1 | 11,431.81 | 11,431.81 |
| DEBT SERV-2020 WCANYON COMB, CLW 42692-041-99-99 | | 1 | 1,143.10 | 1,143.10 |
| Western Canyon WTP= 322 AF @ \$468.63/AF = \$150,898.86/yr or \$12,574.91/mo | | | | |

*Please return lower stub of bill with payment for proper credit to your account.

Keep this portion for your records - Return bottom portion with payment

Guadalupe-Blanco River Authority
933 East Court Street
Seguin, TX 78155
830-379-5822

Customer ID AR041822RC

CANYON LAKE WATER SER CO.
PO BOX 1742
CANYON LAKE, TX 78133

Balance Due: 24,759.81

Previous Bal.: 0.00
Invoice Amount: 24,759.81

Balance Due: 24,759.81

Invoice Number: SI013109
Invoice Date: 9/1/2021

WESTERN CANYON METER RECORD

For the Month of **August-21**
For the Period from **7/27/21** to **8/25/21**
Days in Period 30 (Inclusive)

File: 050-100-01-0503

| | <u>Raw Water (MG)*</u> | <u>Raw Water (ac.ft.)*</u> | <u>Raw Water Meter Readings</u> | <u>Raw Water Diverted</u> |
|----------------------|------------------------|----------------------------|--|---------------------------|
| SAWS-W | 143.012 | 438.89 | | |
| SAWS-E | 58.413 | 179.26 | Based on Flow Records From Plant SCADA | |
| City of Boerne | 47.352 | 145.32 | | 345.610 |
| City of Fair Oaks | 27.676 | 84.93 | | |
| Cordillera | 24.040 | 73.78 | | |
| Cordillera-BISD | 0.383 | 1.18 | | |
| Johnson Ranch | 9.879 | 30.32 | | |
| Kendall West | 5.581 | 17.13 | | |
| Miralomas | 5.442 | 16.70 | | |
| Comal Trace | 4.571 | 14.03 | | |
| CLWSC - Stahl | 8.457 | 25.95 | | |
| SJWSC - Bulverde | 4.302 | 13.20 | | |
| SJWSC - Park Village | 6.393 | 19.62 | | |
| Bremer | 0.000 | 0.00 | | |
| Couser | 0.000 | 0.00 | | |
| Water Trucks | 0.109 | 0.33 | | |
| Total | <u>345.610</u> | <u>1060.64</u> | | |

* Raw Water usage is utilized in order to apportion any plant and line losses among all Project Participants and WTP rate/charge is established accordingly.



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Bill

To: CANYON LAKE WATER SER CO.
PO BOX 1742
CANYON LAKE, TX 78133

Invoice Number: SI013457
Invoice Date: 10/1/2021
Terms
Customer ID AR041822RC

Page: 1

| Description | Unit | Quantity | Unit Price | Amount |
|--|------|----------|------------|-----------|
| Previous Balance | | | | 0.00 |
| W/S SAN JOSE-PARK VILLAGE 42127-041-99-99 (Park Village) 322 AF @ \$157/AF = \$50,554/yr or \$4,212.83/mo | | 1 | 4,212.83 | 4,212.83 |
| O&M CHARGES: WCANYON WTP O&M 42230-050-99-99 | | 6,998 | 1.247 | 8,726.51 |
| DEBT SERVICE CHARGES: DEBT SERV-2020 WCANYON COMB, CLW 42691-050-99-99 | | 1 | 11,431.81 | 11,431.81 |
| DEBT SERV-2020 WCANYON COMB, CLW 42692-041-99-99 | | 1 | 1,143.10 | 1,143.10 |
| Western Canyon WTP= 322 AF @ \$468.63/AF = \$150,898.86/yr or \$12,574.91/mo | | | | |

*Please return lower stub of bill with payment for proper credit to your account.

Keep this portion for your records - Return bottom portion with payment

Guadalupe-Blanco River Authority
933 East Court Street
Seguin, TX 78155
830-379-5822

Customer ID AR041822RC

CANYON LAKE WATER SER CO.
PO BOX 1742
CANYON LAKE, TX 78133

Balance Due: 25,514.25

Previous Bal.: 0.00
Invoice Amount: 25,514.25

Balance Due: 25,514.25

Invoice Number: SI013457
Invoice Date: 10/1/2021

WESTERN CANYON METER RECORD**For the Month of September-21**

File: 050-100-01-0503

For the Period from
Days in Period**8/26/21**

to

9/24/21

(Inclusive)

| | <u>Raw Water (MG)*</u> | <u>Raw Water (ac.ft.)*</u> | Raw Water Meter Readings | <u>Raw Water Diverted</u> |
|----------------------|-------------------------------|-----------------------------------|--|----------------------------------|
| SAWS-W | 111.761 | 342.98 | Based on Flow Records From Plant SCADA | 330.347 |
| SAWS-E | 84.232 | 258.50 | | |
| City of Boerne | 44.248 | 135.79 | | |
| City of Fair Oaks | 25.905 | 79.50 | | |
| Cordillera | 23.058 | 70.76 | | |
| Cordillera-BISD | 0.520 | 1.60 | | |
| Johnson Ranch | 10.606 | 32.55 | | |
| Kendall West | 5.303 | 16.27 | | |
| Miralomas | 5.119 | 15.71 | | |
| Comal Trace | 4.617 | 14.17 | | |
| CLWSC - Stahl | 5.952 | 18.27 | | |
| SJWSC - Bulverde | 1.986 | 6.09 | | |
| SJWSC - Park Village | 6.998 | 21.48 | | |
| Bremer | 0.000 | 0.00 | | |
| Couser | 0.000 | 0.00 | | |
| Water Trucks | 0.042 | 0.13 | | |
| Total | <u>330.347</u> | <u>1013.80</u> | | |

* Raw Water usage is utilized in order to apportion any plant and line losses among all Project Participants and WTP rate/charge is established accordingly.



Guadalupe-Blanco River Authority

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Bill

To: CANYON LAKE WATER SER CO.
PO BOX 1742
CANYON LAKE, TX 78133

Invoice Number: SI013809
Invoice Date: 11/1/2021
Terms
Customer ID AR041822RC

Page: 1

| Description | Unit | Quantity | Unit Price | Amount |
|--|------|----------|------------|-----------|
| Previous Balance | | | | 0.00 |
| W/S SAN JOSE-PARK VILLAGE 42127-041-99-99 (Park Village) 322 AF @ \$157/AF = \$50,554/yr or \$4,212.83/mo | | 1 | 4,212.83 | 4,212.83 |
| O&M CHARGES: WCANYON WTP O&M 42230-050-99-99 | | 6,603 | 1.247 | 8,233.94 |
| DEBT SERVICE CHARGES: DEBT SERV-2020 WCANYON COMB, CLW 42691-050-99-99 | | 1 | 11,431.81 | 11,431.81 |
| DEBT SERV-2020 WCANYON COMB, CLW 42692-041-99-99 | | 1 | 1,143.10 | 1,143.10 |
| Western Canyon WTP= 322 AF @ \$468.63/AF = \$150,898.86/yr or \$12,574.91/mo | | | | |

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Keep this portion for your records - Return bottom portion with payment

Guadalupe-Blanco River Authority
933 East Court Street
Seguin, TX 78155
830-379-5822

Customer ID AR041822RC

CANYON LAKE WATER SER CO.
PO BOX 1742
CANYON LAKE, TX 78133

Balance Due: 25,021.68

Previous Bal.: 0.00
Invoice Amount: 25,021.68

Balance Due: 25,021.68

Invoice Number: SI013809
Invoice Date: 11/1/2021

WESTERN CANYON METER RECORD

For the Month of **October-21**
For the Period from **9/25/21** to **10/25/21**
Days in Period **31** (Inclusive)

File: 050-100-01-0503

| | <u>Raw Water (MG)*</u> | <u>Raw Water (ac.ft.)*</u> | <u>Raw Water Meter Readings</u> | <u>Raw Water Diverted</u> |
|----------------------|------------------------|----------------------------|--|---------------------------|
| SAWS-W | 100.782 | 309.29 | | |
| SAWS-E | 108.111 | 331.78 | Based on Flow Records From Plant SCADA | |
| City of Boerne | 44.808 | 137.51 | | 335.020 |
| City of Fair Oaks | 26.495 | 81.31 | | |
| Cordillera | 15.791 | 48.46 | | |
| Cordillera-BISD | 0.324 | 0.99 | | |
| Johnson Ranch | 9.960 | 30.57 | | |
| Kendall West | 5.385 | 16.53 | | |
| Miralomas | 4.151 | 12.74 | | |
| Comal Trace | 3.130 | 9.61 | | |
| CLWSC - Stahl | 6.172 | 18.94 | | |
| SJWSC - Bulverde | 3.260 | 10.00 | | |
| SJWSC - Park Village | 6.603 | 20.26 | | |
| Bremer | 0.000 | 0.00 | | |
| Couser | 0.000 | 0.00 | | |
| Water Trucks | 0.048 | 0.15 | | |
| Total | <u>335.020</u> | <u>1028.14</u> | | |

* Raw Water usage is utilized in order to apportion any plant and line losses among all Project Participants and WTP rate/charge is established accordingly.



Guadalupe-Blanco River Authority

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Bill

To: CANYON LAKE WATER SER CO.
PO BOX 1742
CANYON LAKE, TX 78133

Invoice Number: SI014356
Invoice Date: 12/1/2021
Terms
Customer ID AR041822RC

Page: 1

| Description | Unit | Quantity | Unit Price | Amount |
|--|------|----------|------------|-----------|
| Previous Balance | | | | 25,021.68 |
| W/S SAN JOSE-PARK VILLAGE 42127-041-99-99 (Park Village) 322 AF @ \$157/AF = \$50,554/yr or \$4,212.83/mo | | 1 | 4,212.83 | 4,212.83 |
| O&M CHARGES: | | | | |
| WCANYON WTP O&M 42230-050-99-99 | | 7,149 | 1.247 | 8,914.80 |
| DEBT SERVICE CHARGES: | | | | |
| DEBT SERV-2020 WCANYON COMB, CLW 42691-050-99-99 | | 1 | 11,431.81 | 11,431.81 |
| DEBT SERV-2020 WCANYON COMB, CLW 42692-041-99-99 | | 1 | 1,143.10 | 1,143.10 |
| Western Canyon WTP= 322 AF @ \$468.63/AF = \$150,898.86/yr or \$12,574.91/mo | | | | |

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Keep this portion for your records - Return bottom portion with payment

Guadalupe-Blanco River Authority
933 East Court Street
Seguin, TX 78155
830-379-5822

Customer ID AR041822RC

CANYON LAKE WATER SER CO.
PO BOX 1742
CANYON LAKE, TX 78133

Balance Due: 50,724.22

Previous Bal.: 25,021.68
Invoice Amount: 25,702.54

Balance Due: 50,724.22

Invoice Number: SI014356
Invoice Date: 12/1/2021

WESTERN CANYON METER RECORD**For the Month of November-21**

File: 050-100-01-0503

For the Period from
Days in Period**10/26/21**

to

11/24/21

(Inclusive)

| | <u>Raw Water (MG)*</u> | <u>Raw Water (ac.ft.)*</u> | Raw Water Meter Readings | <u>Raw Water Diverted</u> |
|----------------------|-------------------------------|-----------------------------------|--|----------------------------------|
| SAWS-W | 102.360 | 314.13 | | |
| SAWS-E | 98.500 | 302.29 | Based on Flow Records From Plant SCADA | |
| City of Boerne | 41.650 | 127.82 | | 325.701 |
| City of Fair Oaks | 25.920 | 79.55 | | |
| Cordillera | 15.712 | 48.22 | | |
| Cordillera-BISD | 0.308 | 0.95 | | |
| Johnson Ranch | 9.207 | 28.26 | | |
| Kendall West | 5.039 | 15.46 | | |
| Miralomas | 3.986 | 12.23 | | |
| Comal Trace | 2.443 | 7.50 | | |
| CLWSC - Stahl | 6.705 | 20.58 | | |
| SJWSC - Bulverde | 6.629 | 20.34 | | |
| SJWSC - Park Village | 7.149 | 21.94 | | |
| Bremer | 0.000 | 0.00 | | |
| Couser | 0.000 | 0.00 | | |
| Water Trucks | 0.093 | 0.29 | | |
| Total | <u>325.701</u> | <u>999.54</u> | | |

* Raw Water usage is utilized in order to apportion any plant and line losses among all Project Participants and WTP rate/charge is established accordingly.

Attachment 12

**COMBINED FIRST AMENDMENT TO THE
WHOLESALE TREATED WATER SUPPLY AGREEMENTS
REGARDING THE BULVERDE AND PARK VILLAGE SERVICE AREAS
BETWEEN
SJWTX, INC., dba CANYON LAKE WATER SERVICE COMPANY (OWNER)
AND
THE GUADALUPE-BLANCO RIVER AUTHORITY (GBRA)**

This Amendment to the Wholesale Treated Water Supply Agreement Regarding the Bulverde Service Area between SJWTX, Inc., dba Canyon Lake Water Service Company and the Guadalupe-Blanco River Authority (the “2009 Bulverde Agreement”) and the Wholesale Treated Water Supply Agreement Regarding the Park Village Service Area between SJWTX, Inc., dba Canyon Lake Water Service Company and the Guadalupe-Blanco River Authority (the “Combined First Amendment”) is entered into by and between SJWTX, Inc., dba Canyon Lake Water Service Company (“Owner), a Texas Corporation, with principal offices at 1399 Sattler Road, New Braunfels, Texas 78132 and the Guadalupe-Blanco River Authority, a Texas conservation and reclamation district created under Article 16, Section 59 of the Texas Constitution, with principal address at 933 East Court Street, Seguin, Texas 78155 (“GBRA”).

Recitals

A. On the 6th day of February 2009, Owner and GBRA entered into the Wholesale Treated Water Supply Agreement Regarding the Bulverde Service Area between SJWTX, Inc., dba Canyon Lake Water Service Company and the Guadalupe-Blanco River Authority (the “2009 Bulverde Agreement”). On the 24th day of March 2009, Owner and GBRA entered into the Wholesale Treated Water Supply Agreement Regarding the Park Village Service Area between SJWTX, Inc., dba Canyon Lake Water Service Company and the Guadalupe-Blanco River Authority (the “2009 Park Village Agreement”). Collectively, these agreements will be referred to as the “CLWSC Agreements”.

B. In accordance with the CLWSC Agreements, GBRA constructed and put into service a “Treated Water Supply Project,” also known as the “Western Canyon Project.”

C. Owner reserved 400 acre-feet of raw water from the Western Canyon Project, to be treated and supplied to Owner by GBRA under the 2009 Bulverde Agreement. Owner reserved 322 acre-feet of water per year from the Western Canyon Project under the 2009 Park Village Agreement.

D. Each of the CLWSC Agreements provided, *inter alia*, that GBRA would deliver treated water to Owner at specified locations. These were identified as the “Future Point of Delivery” on Exhibit 2 to the 2009 Bulverde Agreement and the “Proposed Take-Out Point” on Exhibit 1 to the 2009 Park Village Agreement.

E. The 2009 Bulverde Agreement provided that the water supplied thereunder was only to be used within the Service Area as depicted in Exhibit 1 to that agreement. The 2009 Park Village Agreement provided that the water supplied thereunder was only to be used within the Service Area depicted on Exhibit 1 to that agreement.

F. Owner and GBRA wish to amend each of the CLWSC Agreements to provide for additional Treated Water Points of Delivery, to allow Owner to use the water in a wider service area, and to allow Owner to take delivery of water provided under both CLWSC Agreements at any Treated Water Point of Delivery authorized thereunder.

AMENDMENTS

Owner and GBRA hereby agree to amend the CLWSC Agreements as follows:

I. COMBINED FIRST AMENDMENT EFFECTIVE DATE

A. Section 1.1 of the 2009 Bulverde Agreement is amended by adding a definition for “Combined First Amendment Effective Date” to read as follows:

“Combined First Amendment Effective Date” means the Effective Date of the Combined First Amendment, which is April 1, 2020.

B. Section 1.1 of the 2009 Park Village Agreement is amended by adding a definition for “Combined First Amendment Effective Date” to read as follows:

“Combined First Amendment Effective Date” means the Effective Date of the Combined First Amendment, which is April 1, 2020.

II. AMENDMENTS TO “SERVICE AREAS”

A. Exhibit 1 of the 2009 Bulverde Agreement is deleted, and Section 1.1 of the 2009 Bulverde Agreement is amended by deleting the definition for “Bulverde Service Area or “Service Area” and substituting a new definition for “Service Area” to read as follows:

“Service Area” means those certain lands located within boundaries of the certificated service area of Owner as identified in Owner’s Certificate of Convenience and Necessity (CCN) No. 10692 on the First Amendment Effective Date as defined herein, and as hereinafter amended. A map depicting the boundaries of CCN No. 10692 on the First Amendment Effective Date is attached as Exhibit A to the Combined First Amendment.

B. Section 1.1 of the 2009 Park Village Agreement is amended by deleting the definition for “Park Village Service Area or “Service Area” and substituting a new definition for “Service Area” to read as follows:

“**Service Area**” means those certain lands located within boundaries of the certificated service area of Owner as identified in Owner’s Certificate of Convenience and Necessity (CCN) No. 10692 on the First Amendment Effective Date as defined herein, and as hereinafter amended. A map depicting the boundaries of CCN No. 10692 on the First Amendment Effective Date is attached as Exhibit A to the Combined First Amendment.

III. REFERENCES TO “SERVICE AREAS”

A. All references in the 2009 Bulverde Agreement to “Bulverde Service Area” or to “Service Area” shall be construed to mean “Service Area” as defined herein.

B. All references in the 2009 Park Village Agreement to “Park Village Service Area” or to “Service Area” shall be construed to mean “Service Area” as defined herein.

IV. ADDITIONS TO TREATED WATER POINTS OF DELIVERY

A. Section 1.1 of the 2009 Bulverde Agreement is amended by deleting the definition for “Treated Water Point of Delivery” and substituting a new definition to read as follows:

“**Treated Water Point of Delivery**” means each point at which Treated Water is delivered by GBRA from the Treated Water Supply Project to Owner, which shall include:

(a) Point of Delivery No.1 is:
33800U Blanco Rd, Bulverde,
TX 78163

(a) **Treated Water Point of Delivery No. 1:** the point described as “Proposed Take-Out Point” on Exhibit 1 to the 2009 Park Village Agreement and depicted on Appendix 1 to the Combined First Amendment;

(b) First delivery was
in November 2020

(b) **Treated Water Point of Delivery No. 2:** the point at which Owner’s proposed lines are approved by GBRA under Section 3.1 for connection to existing GBRA lines at 4525 South Cranes Mill Rd., New Braunfels, Texas 78132, the general location being depicted on Appendix 1 attached to the Combined First Amendment;

(c) First delivery was
in July 2021

(c) **Treated Water Point of Delivery No. 3:** the point at which Owner’s proposed lines are approved by GBRA under Section 3.1 for connection to existing GBRA lines at 32859U Stahl Lane, Bulverde, Texas 78163, the general location being depicted on Appendix 1 attached to the Combined First Amendment to this Agreement; and,

Combined First Amendment to Wholesale Treated Water
Supply Agreements (Bulverde and Park Village)

(d) such other points as GBRA may approve under this Agreement as amended.

B. Section 1.1 of the 2009 Park Village Agreement is amended by deleting the definition for “Treated Water Point of Delivery” and substituting a new definition to read as follows:

“Treated Water Point of Delivery” means each point at which Treated Water is delivered by GBRA from the Treated Water Supply Project to Owner, which shall include:

(a) **Treated Water Point of Delivery No. 1:** the point described as “Proposed Take-Out Point” on Exhibit 1 to the 2009 Park Village Agreement and depicted on Appendix 1 to the Combined First Amendment;

(b) **Treated Water Point of Delivery No. 2:** the point at which Owner’s proposed lines are approved by GBRA under Section 3.1 for connection to existing GBRA lines at 4525 South Cranes Mill Rd., New Braunfels, Texas 78132, the general location being depicted on Appendix 1 attached to the Combined First Amendment;

(c) **Treated Water Point of Delivery No. 3:** the point at which Owner’s proposed lines are approved by GBRA under Section 3.1 for connection to existing GBRA lines at 32859U Stahl Lane, Bulverde, Texas 78163, the general location being depicted on Appendix 1 attached to the Combined First Amendment to this Agreement; and

(d) such other points as GBRA may approve under this Agreement as amended.

V. AMENDMENTS TO CONNECTION AND DELIVERY PROVISIONS

A. The 2009 Bulverde Agreement is amended by deleting Section 3.1 and substituting a new Section 3.1 to read as follows:

Section 3.1 Connection and Delivery by GBRA

- (a) GBRA shall deliver all Treated Water to Owner at the Treated Water Points of Delivery.
- (b) Connection to the Treated Water Supply Project at each Treated Water Point of Delivery shall be made by GBRA within 6 months after completion of construction by Owner of the associated Water Extension Facilities. Connection, including without limitation, connection at Treated Water Point of Delivery No. 2 and Treated

Water Point of Delivery No. 3 as defined in this Combined First Amendment, shall be made in accordance with plans, specifications and requirements prepared, approved, or adopted by GBRA, and shall be accomplished by GBRA setting the meter and physically tying in to the Water Extension Facilities, at the relevant Treated Water Point of Delivery.

- (c) GBRA may design, acquire, install, construct, maintain and operate facilities intended to prevent backflow of water supplied by GBRA, or any flow of any other water or other substance, to the Treated Water Supply Project at the Treated Water Points of Delivery.
- (d) Owner shall pay all costs associated with connecting to the Treated Water Supply Project at the Treated Water Points of Delivery, including, without limitation, all reasonable costs of design, construction, installation, operation and maintenance of all connection facilities and equipment, including one or more meters, valves, backflow preventers, and storage tanks to the extent required by Owner, and telemetry equipment. GBRA may require Owner, at Owner's expense, to install an air gap in each ground storage tank and elevated storage tank in accordance to AWWA standards.
- (e) If Owner desires to add one or more additional Treated Water Points of Delivery after the Combined First Amendment Effective Date, Owner shall notify thereof to GBRA no less than twelve (12) months before Owner proposes that the new Treated Water Point of Delivery shall be operation unless GBRA consents to a shorter time. The notice shall include (i) the desired capacity of the proposed Treated Water Point of Delivery; (ii) the proposed location of the new Treated Water Point of Delivery; (iii) all technical information relevant to the design, construction, and placement of the Treated Water Point of Delivery available to the Owner; and, (iv) the date on which the proposed Treated Water Point of Delivery should be operational. The 12-month notice requirement shall not be applicable to Treated Water Point of Delivery No. 2 or No. 3. However, in the event that Owner has not provided GBRA with the information described in this Subsection (e) for Treated Water Point of Delivery No. 2 or Treated Water Point of Delivery No. 3 on or before the First Amendment Effective Date, Owner shall do so as soon as possible.
- (f) GBRA shall, in its discretion, determine whether each additional Treated Water Point of Delivery proposed after the Combined First Amendment Effective Date shall be approved.
- (g) GBRA agrees to provide its determination under Subsection (f) of this Section 3.1 to Owner within ninety (90) days of the Notice from Owner.

- (h) Owner shall pay all costs associated with design, construction, and connection of:
 - (i) Treated Water Point of Delivery No. 2 and No. 3 and each new Treated Water Point of Delivery added after the Combined First Amendment Effective Date; and
 - (ii) All lines and facilities necessary to connect each Treated Water Point of Delivery No. 2 and No. 3 and each new Treated Water Point of Delivery added to the Treated Water Supply Project after the Combined First Amendment Effective Date.
- (i) The costs Owner agrees to under Subsection (h) of this Section 3.1 shall include, without limitation, all reasonable costs of design, construction, installation, operation and maintenance of all connection facilities and equipment, including, without limitation, one or more meters, valves, backflow preventers, and storage tanks to the extent required by Owner, and telemetry equipment.

B. The 2009 Park Village Agreement is amended by deleting Section 3.1 and substituting a new Section 3.1 to read as follows:

Section 3.1 Connection and Delivery by GBRA

- (a) GBRA shall deliver all Treated Water to Owner at the Treated Water Points of Delivery.
- (b) Connection to the Treated Water Supply Project at each Treated Water Point of Delivery shall be made by GBRA within 6 months after completion of construction by Owner of the associated Water Extension Facilities. Connection, including without limitation, connection at Treated Water Point of Delivery No. 2 and Treated Water Point of Delivery No. 3 as defined in this Combined First Amendment, shall be made in accordance with plans, specifications and requirements prepared, approved, or adopted by GBRA, and shall be accomplished by GBRA setting the meter and physically tying in to the Water Extension Facilities, at the relevant Treated Water Point of Delivery.
- (c) GBRA may design, acquire, install, construct, maintain and operate facilities intended to prevent backflow of water supplied by GBRA, or any flow of any other water or other substance, to the Treated Water Supply Project at the Treated Water Points of Delivery.
- (d) Owner shall pay all costs associated with connecting to the Treated Water Supply Project at the Treated Water Points of Delivery, including, without limitation, all reasonable costs of design, construction, installation, operation and maintenance of

all connection facilities and equipment, including one or more meters, valves, backflow preventers, and storage tanks to the extent required by Owner, and telemetry equipment. GBRA may require Owner, at Owner's expense, to install an air gap in each ground storage tank and elevated storage tank in accordance to AWWA standards.

- (e) If Owner desires to add one or more additional Treated Water Points of Delivery after the Combined First Amendment Effective Date, Owner shall notify thereof to GBRA no less than twelve (12) months before Owner proposes that the new Treated Water Point of Delivery shall be operation unless GBRA consents to a shorter time. The notice shall include (i) the desired capacity of the proposed Treated Water Point of Delivery; (ii) the proposed location of the new Treated Water Point of Delivery; (iii) all technical information relevant to the design, construction, and placement of the Treated Water Point of Delivery available to the Owner; and, (iv) the date on which the proposed Treated Water Point of Delivery should be operational. The 12-month notice requirement shall not be applicable to Treated Water Point of Delivery No. 2 or No. 3. However, in the event that Owner has not provided GBRA with the information described in this Subsection (e) for Treated Water Point of Delivery No. 2 or Treated Water Point of Delivery No. 3 on or before the First Amendment Effective Date, Owner shall do so as soon as possible.
- (f) GBRA shall, in its discretion, determine whether each additional Treated Water Point of Delivery proposed after the Combined First Amendment Effective Date shall be approved.
- (g) GBRA agrees to provide its determination under Subsection (f) of this Section 3.1 to Owner within ninety (90) days of the Notice from Owner.
- (h) Owner shall pay all costs associated with design, construction, and connection of:
 - (i) Treated Water Point of Delivery No. 2 and No. 3 and each new Treated Water Point of Delivery added after the Combined First Amendment Effective Date; and
 - (ii) All lines and facilities necessary to connect each Treated Water Point of Delivery No. 2 and No. 3 and each new Treated Water Point of Delivery added to the Treated Water Supply Project after the Combined First Amendment Effective Date.
- (i) The costs Owner agrees to under Subsection (h) of this Section 3.1 shall include, without limitation, all reasonable costs of design, construction, installation, operation and maintenance of all connection facilities and equipment, including, without limitation, one or more meters, valves, backflow preventers, and storage tanks to the extent required by Owner, and telemetry equipment.

VI. AMENDMENTS TO MAXIMUM RATE OF DELIVERY PROVISIONS

- A. Section 3.5 of the 2009 Bulverde Agreement is amended to read as follows:

Section 3.5 Maximum Delivery Rate.

(a) GBRA shall not be obligated to deliver an amount of treated water from the Treated Water Supply Project to Treated Water Point of Delivery indicated on Exhibit 1 of the 2009 Bulverde Agreement for use within the Service Area, expressed in gallons per minute, over any 24-hour period, in excess of the product of 1/365 times 325,851 times the Annual Commitment in effect at that time (the "*Daily Maximum*").

(b) GBRA shall not be obligated to deliver treated water from the Treated Water Supply Project to Treated Water Point of Delivery for use within the Service Area at any time in an instantaneous rate, expressed in gallons per minute, in excess of the product of 1/1440 times the Daily Maximum in effect at that time.

(c) Prior to the delivery of any water to Treated Water Point of Delivery No. 2 or 3, or any Treated Water Points of Delivery approved after the Combined First Amendment Effective Date, Owner and GBRA shall agree to appropriate Daily Maximums and maximum instantaneous rates of delivery for all Points of Delivery which are based on GBRA's ability to provide such flows to those locations.

- B. Section 3.5 of the 2009 Park Village Agreement is amended to read as follows:

Section 3.5 Maximum Delivery Rate.

(a) GBRA shall not be obligated to deliver an amount of treated water from the Treated Water Supply Project to Treated Water Point of Delivery No. 1 for use within the Service Area, expressed in gallons per minute, over any 24-hour period, in excess of the product of 1/365 times 325,851 times the Annual Commitment in effect at that time (the "*Daily Maximum*").

(b) GBRA shall not be obligated to deliver treated water from the Treated Water Supply Project to Treated Water Point of Delivery No. 1 for use within the Service Area at any time in an instantaneous rate, expressed in gallons per minute, in excess of the product of 1/1440 times the Daily Maximum in effect at that time.

(c) Prior to the delivery of any water to Treated Water Point of Delivery No. 2 or 3, or any Treated Water Points of Delivery approved after the Combined First Amendment Effective Date, Owner and GBRA shall agree to appropriate Daily Maximums

and maximum instantaneous rates of delivery for all Points of Delivery which are based on GBRA's ability to provide such flows to those locations.

VII. AMENDMENTS TO PLACE OF USE

A. Section 3.7 of the 2009 Bulverde Agreement is deleted and substituting a new Section 3.7 to read as follows:

Section 3.7 Place of Use.

(a) All water provided by GBRA under this Agreement shall be used exclusively within the Service Area as defined in Section 1.1. Neither the Owner nor any User may use, or supply or resell any water delivered hereunder for use outside the Service Area of Owner.

(b) Notwithstanding Subsection (a) of this Section 3.7, no water provided by GBRA under this Agreement may be used, supplied or sold for use at points outside of the Guadalupe River Basin or outside of the district boundaries of GBRA without the express written consent of GBRA.

B. Section 3.7 of the 2009 Village Park Agreement is deleted and substituting a new Section 3.7 to read as follows:

Section 3.7 Place of Use.

(a) All water provided by GBRA under this Agreement shall be used exclusively within the Service Area as defined in Section 1.1. Neither the Owner nor any User may use, or supply or resell any water delivered hereunder for use outside the Service Area of Owner.

(b) Notwithstanding Subsection (a) of this Section 3.7, no water provided by GBRA under this Agreement may be used, supplied or sold for use at points outside of the Guadalupe River Basin or outside of the district boundaries of GBRA without the express written consent of GBRA.

(c) A Schedule of Written Consents to Exceptions to Place of Use is attached hereto as Appendix 2, and shall be amended in writing from time to time by the parties.

VIII. REMAINING PROVISIONS

A. Except as expressly modified herein, the 2009 Bulverde Agreement remains in full force and effect.

B. Except as expressly modified herein, the 2009 Park Village Agreement remains in full force and effect.


IX. EFFECTIVE DATE OF COMBINED FIRST AMENDMENT

This Combined First Amendment shall be deemed effective on April 1, 2020 (the "Combined First Amendment Effective Date").


IN WITNESS WHEREOF, the Parties hereto, acting under the authority of the respective governing bodies, have caused this First Amendment to the Wholesale Treated Water Supply Agreement Regarding the Bulverde Service Area Between SJWTX, Inc., Dba Canyon Lake Water Service Company and the Guadalupe-Blanco River Authority to be duly executed in multiple counterparts, each of which shall constitute an original.

GUADALUPE-BLANCO RIVER AUTHORITY

Approved Legal


By: 
Kevin Patteson
General Manager and Chief Executive Officer

SJWTX, INC dba CANYON LAKE WATER SERVICE COMPANY

By: 
Thomas A. Hodge
President

Combined First Amendment to Wholesale Treated Water
Supply Agreements (Bulverde and Park Village)

THE STATE OF TEXAS §

COUNTY OF GUADALUPE §

BEFORE ME, the undersigned authority, on this day personally appeared Kevin Patteson, General Manager/CEO of the Guadalupe-Blanco River Authority known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the Guadalupe-Blanco River Authority, a conservation district and political subdivision, and that he executed the same as the act of such conservation district and political subdivision for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of May, 2020.



Tricia L. Ramirez
Notary Public
The State of Texas

THE STATE OF TEXAS §

COUNTY OF COMAL §

BEFORE ME, the undersigned, on this day personally appeared Thomas A. Hodge, President of SJWTX, Inc., d.b.a Canyon Lake Water Service Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of said business entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of May, 2020.



Michelle Marie Clifton
Notary Public
The State of Texas

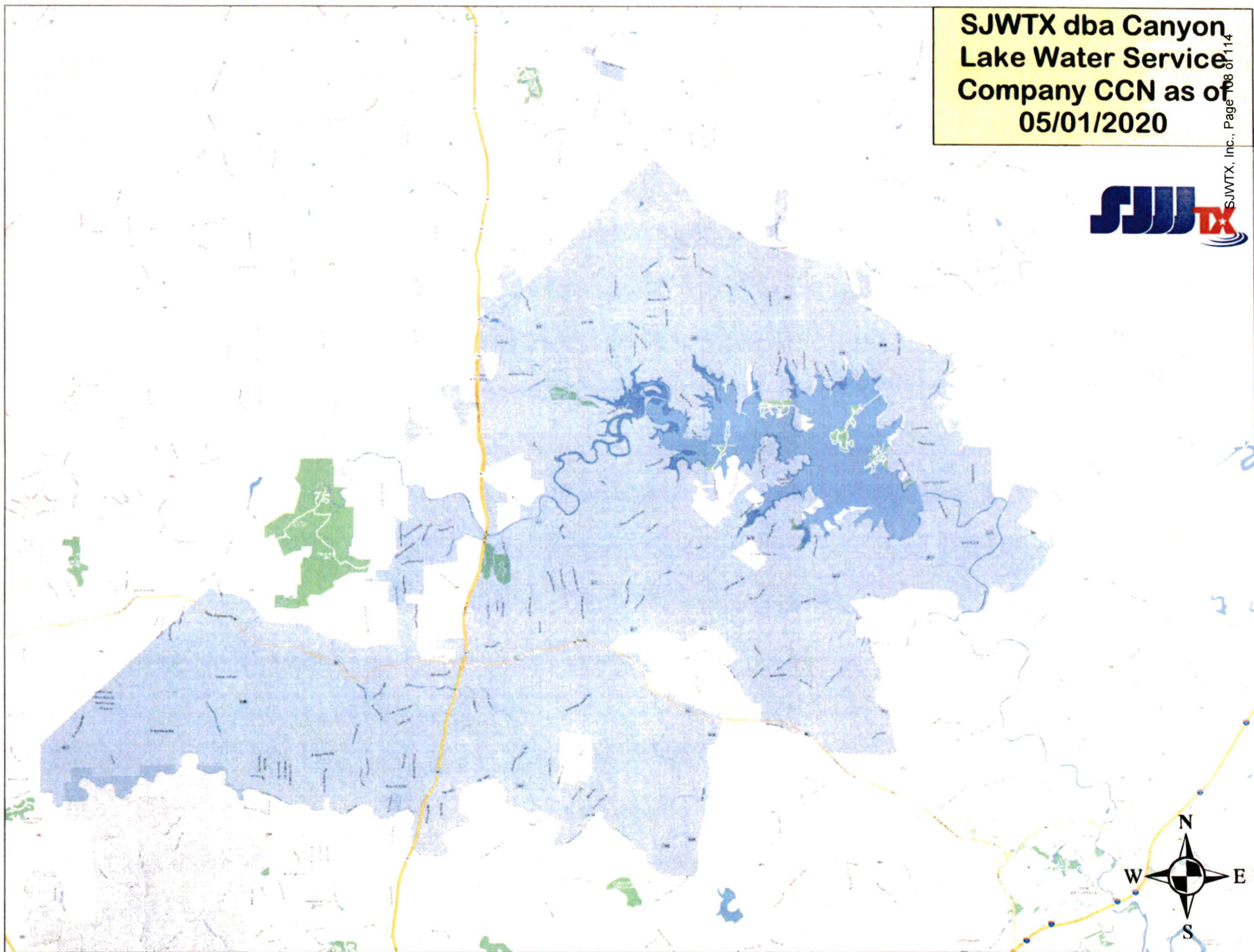
Combined First Amendment to Wholesale Treated Water
Supply Agreements (Bulverde and Park Village)

EXHIBIT A
Combined First Amendment
Service Area on
First Amendment Effective Date

**SJWTX dba Canyon
Lake Water Service
Company CCN as of
05/01/2020**



SJWTX, Inc., Page 114 of 114



APPENDIX 1

Combined First Amendment Treated Water Points of Delivery

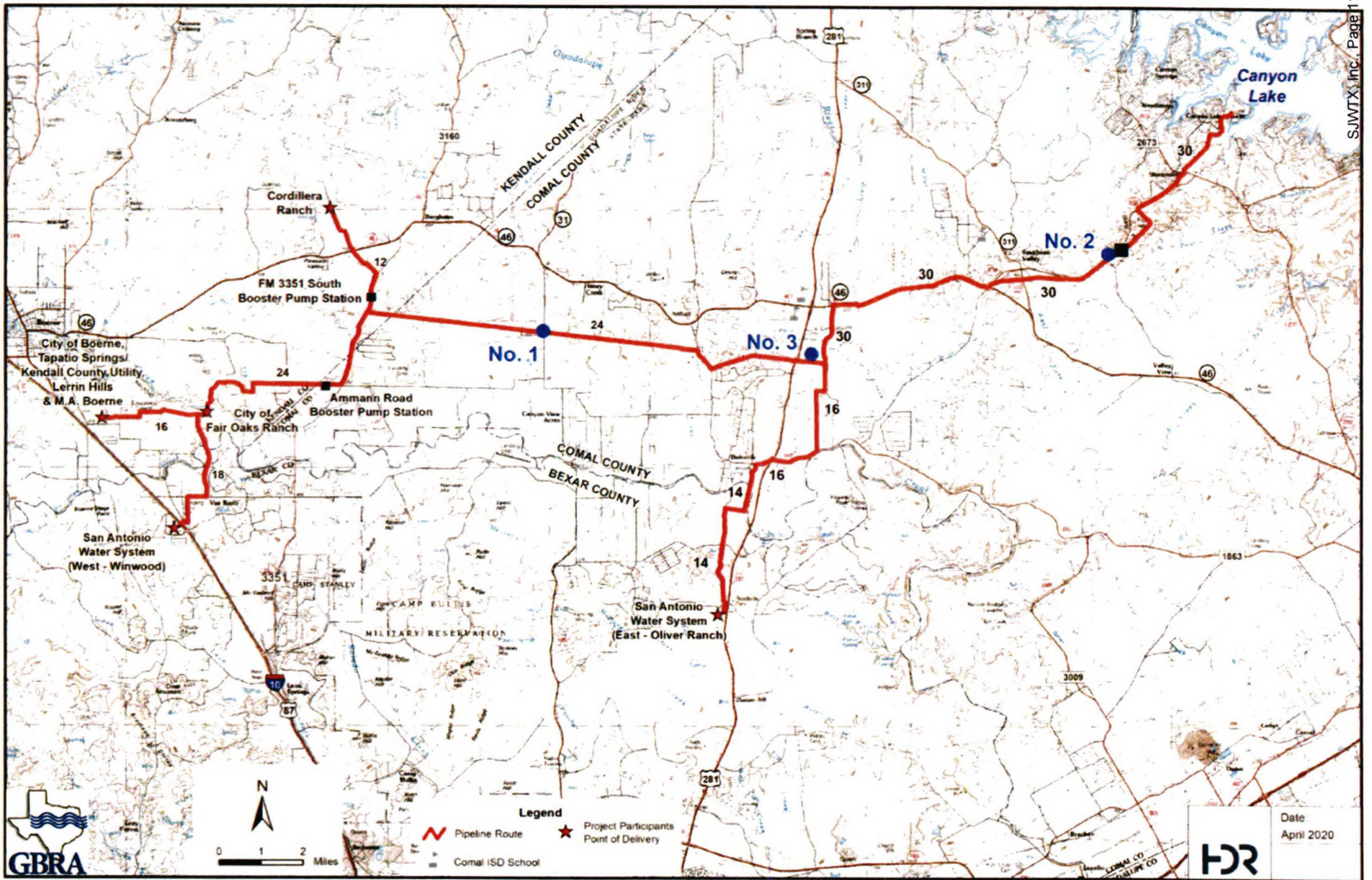
Treated Water Point of Delivery No. 1 (Original Point of Delivery – Park Village)

Identified on Exhibit 1 of the 2009 Park Village Agreement as
“Proposed Take-Out Point.”

33800U Blanco Rd., Bulverde, TX 78163

Treated Water Point of Delivery No. 2
4525 South Cranes Mill Rd., New Braunfels, Texas 78132

Treated Water Point of Delivery No. 3
32859U Stahl Lane, Bulverde, Texas 78163



APPENDIX 2

Combined First Amendment Schedule of Written Consents

Schedule of Written Consents to Exceptions to Place of Use

This Schedule of Written Consents is drafted with regard to Section 3.7 Place of Use in the First Amendment to the Wholesale Treated Water Supply Agreement Regarding the Park Village Service Area. Guadalupe-Blanco River Authority (“GBRA”) consents to the Place of Use Exceptions stated below:

Exception 1: Some GBRA water may, through blending within the Owner’s system, reach the take point for Owner’s wholesale customer South West Water Company at its Windmill Ranch Subdivision (“Subdivision”). The Subdivision is adjacent to, and in some regards surrounded by, the Owner’s CCN. The location of the Subdivision is reflected on the attached map *Exception 1: South West Water Company (SWWC) Windmill Ranch Subdivision Location*.

Exception 2: Some GBRA water may, through blending within the Owner’s system, reach the take point for Owner’s wholesale customer the City of Blanco (“City”). The location of the Subdivision is reflected on the attached map *Exception 2: City of Blanco Location*.

