

**AMENDMENT TO CONTRACT FOR RAW WATER SERVICE
BETWEEN THE CITY OF SEGUIN AND THE
GUADALUPE-BLANCO RIVER AUTHORITY**

THIS AMENDMENT is entered into, effective on the _____ day of May, 2017 by and between the City of Seguin, a home-rule municipality of the State of Texas (“Purchaser”) and the Guadalupe-Blanco River Authority, a Texas conservation and reclamation district, created under Article XVI, Section 59 of the Texas Constitution (“GBRA”).

Recitals

Effective on the 1st day of September, 2012, Purchaser and GBRA entered into a Contract for Raw Water Services (the “2012 Contract”), under which GBRA agreed to supply 1,000 acre-feet of water per year to Purchaser subject to the terms and conditions set forth in said 2012 Contract. A true and correct copy of the 2012 Contract is attached hereto as Exhibit A.

The 2012 Contract is set to expire on the 31st day of August, 2017 unless terminated earlier, and the 2012 Contract has not been terminated, nor is either Party in breach of the contract.

The Parties wish to extend the term of the 2012 Agreement to provide for two additional consecutive terms at the option of the Purchaser.

Terms

1. The second paragraph of Section 2 of the 2012 Contract is hereby amended to read as follows:

“The maximum rate of diversion at the Point of Diversion shall not exceed Twenty-Five Thousand (25,000) cubic feet/second/day. The vicinity map attached hereto as **Exhibit “A”** shows the Point of Diversion. Certificate of Adjudication 18-2074, as amended, authorizes GBRA to use the bed and banks of the Guadalupe River to convey water released from Canyon Reservoir to the Point of Diversion. Purchaser agrees that the water diverted under this Contract may not be leased or resold for wholesale or retail use outside Purchaser’s Service

Area. The water diverted under this Contract may not be used outside of GBRA's ten-county statutory district."

2. Section 14 of the 2012 Contract is hereby amended to read as follows:

"14. TERM. The Termination Date for this Contract is: (a) August 31, 2022, unless Purchaser exercises its option to extend the Contract through August 31, 2027 by notifying GBRA of the extension in writing on or before February 28, 2022; or (b) the date this Contract is otherwise terminated pursuant to the terms hereof."

3. Section 16 of the 2012 Contract is hereby amended to read as follows:

"16. DISTRICT-WIDE FIRM WATER RATE. "District-Wide Firm Water Rate" at any time means the rate charged by GBRA at the time pursuant to written contracts for the reservation or supply of firm raw water from Canyon Reservoir or other sources for use within GBRA's ten-county statutory district. For the period October September 1, 2016 2012 through September 30, 20172012, the rate is \$142.00\$114.00 per acre-foot per year. ~~Effective October 1, 2012 and thereafter unless modified by the GBRA Board of Directors the rate will be \$125.00 per acre foot per year.~~

3. Except as provided in Paragraphs 1 2, and 3 of this Amendment, all other terms and conditions of the 2012 Contract shall remain in full force and effect until this 2012 Contract is expires or is terminated.

AGREED:

CITY OF SEGUIN
Purchaser

GUADALUPE-BLANCO RIVER
AUTHORITY

By: _____
Douglas C. Faeseler
City Manager

By: _____
Kevin Patteson
General Manager / CEO

ACKNOWLEDGMENTS

STATE OF TEXAS :
COUNTY OF GUADALUPE :

The foregoing "Amendment to Contract for Raw Water Service Between the City of Seguin and the Guadalupe-Blanco River Authority" was acknowledged to me by Douglas C. Faeseler as City Manager for the City of Seguin on this _____ day of _____ 2017.

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____

STATE OF TEXAS :
COUNTY OF GUADALUPE :

The foregoing "Amendment to Contract for Raw Water Service Between the City of Seguin and the Guadalupe-Blanco River Authority" was acknowledged to me by Kevin Patteson as General Manager / Chief Executive Office for the Guadalupe-Blanco River Authority on this _____ day of _____ 2017.

NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: _____