

**TREATED WATER SHARING AGREEMENT
BY AND BETWEEN
GUADALUPE-BLANCO RIVER AUTHORITY,
NEW BRAUNFELS UTILITES AND CITY OF LOCKHART**

This Treated Water Sharing Agreement (“Agreement”) is made and entered into by and between the Guadalupe-Blanco River Authority, a Texas conservation and reclamation district organized under Article 16, Section 59 of the Texas Constitution (“GBRA”), New Braunfels Utilities, a Texas municipally owned utility (“NBU”), and City of Lockhart, a municipal corporation (“City”) (referenced herein as a “Party” and collectively, the “Parties”).

RECITALS

1. GBRA represents that it has leased approximately 42,000 acres of land in Gonzales and Caldwell counties, Texas, the lease of which provides GBRA the right to access the Carrizo Aquifer groundwater beneath the land.
2. GBRA represents that it is currently authorized by the Gonzales County Underground Water Conservation District (“District”), pursuant to Operating Permit No. 11-16-17 and Export No. 01-13-01 (together “Permits”) to produce and transport out of the District up to 15,000 acre-feet per year (AFY) of groundwater from the land leased by GBRA, subject to the restrictions and limitations in the Permits and further, GBRA represents that it has requested the District authorize the production and transportation out of the District of an additional 9,000 AFY.
3. GBRA has contracted with Alliance Regional Water Authority (“Alliance”) to construct and operate certain groundwater treatment and transportation facilities pursuant to the terms of the Water Treatment and Delivery Agreement Between Alliance and GBRA dated June 27, 2018 (“Alliance Agreement”). GBRA has the contractual right to use the facilities under construction pursuant to the Alliance Agreement to treat and transport groundwater to current and future GBRA customers in Hays, Guadalupe, Caldwell, and Comal counties. A copy of the Alliance Agreement is incorporated by reference into this Agreement as if attached as an exhibit.
4. GBRA executed separate Gonzales Carrizo Water Supply Project Treated Water Supply Agreements with NBU, the City, and Goforth Special Utility District (collectively referred to as “Initial Customers”) in 2018 (collectively referred to as the “2018 Agreements”) to supply up to 15,000 AFY of treated water from the Project (as that term is defined in Section 2.1 of this Agreement).
5. Section 3.8 of the respective NBU and City 2018 Agreements authorize each to sublease or wholesale the water purchased from GBRA.
6. GBRA executed separate Gonzales Carrizo Water Supply Project Treated Water Supply Agreements with County Line Special Utility District, Goforth Special Utility District, Maxwell Special Utility District, and Camino Real Utility Company, LLC (collectively

referred to as “Expansion Customers”) in 2022 to supply up to 8,757 AFY of additional treated water from the Project.

7. Crystal Clear Special Utility District (“Crystal Clear”) is a water supply customer of Alliance and similarly will receive water from the Project upon completion of Alliance’s portion of the Project.
8. GBRA anticipates construction completion of those portions of the Project necessary to serve the Initial Customers in 2024.
9. GBRA anticipates construction completion of those portions of the Project necessary to serve the Expansion Customers (the “Expansion Customers’ Project Portions”) in 2028.
10. Some of the Expansion Customers have determined that they need a temporary source of treated water while they await the completion of the Expansion Customers’ Project Portions and the delivery of water therefrom.
11. Similarly, Crystal Clear has determined that it needs a temporary source of treated water while it awaits the completion of some of Alliance’s portions of the Project and the delivery of water therefrom.
12. NBU and the City have individually determined that they have contracted with GBRA under their respective 2018 Agreements for a volume of treated water from the Project that may not all be needed for use within their utility systems prior to January 1, 2029.
13. NBU and the City have furthermore determined that they are willing to authorize GBRA to resell a portion of their Treated Carrizo Project Water (as defined below), for use by the Users (as defined below) on a short-term, temporary basis not extending beyond December 31, 2028. The volume of NBU’s and City’s contracted water from the Project that is available for resale under this Agreement is defined below as Shared Water.
14. NBU and the City have separately determined that it is in their best individual interest to authorize GBRA to deliver the Shared Water to the Users on a short-term, temporary basis pursuant to the terms of this Agreement and pursuant to the terms of individual contracts between GBRA and such Users.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits described in this Agreement, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, GBRA, NBU and the City agree as follows:

ARTICLE I **DEFINITIONS**

“Alliance Regional Water Authority” or “Alliance” means the regional water authority created and operating under Texas Special District Local Laws Code Chapter 11010.

“Effective Date” means the date of the last signatory of this Agreement and enforceable as between Parties following execution by all Parties.

“Gonzales Carrizo Water Supply Project” or “Project” means the project described in Section 2.1 of this Agreement.

“Groundwater Leases” means the leases held by GBRA on approximately 42,000 acres of land in Gonzales and Caldwell counties and which provide GBRA the right to access the Carrizo Aquifer groundwater beneath the land identified in the leases.

“Provider” or “Providers” means individually or jointly, NBU and/or the City.

“Provider’s Administration Fee” means the fee described in Section 3.3 (f) of this Agreement.

“Shared Water” means treated water from the Project that Providers are willing to temporarily authorize GBRA to resell and deliver to Users on a short-term basis for a period of time not extending beyond December 31, 2028.

“Shared Water Points of Delivery” means the point or points at which GBRA will deliver Shared Water to Users, in an amount and at a delivery rate not to exceed the aggregate Shared Water Commitments of the Providers and the terms of this Agreement, as such Points are generally described in **Exhibit A** attached hereto and incorporated herein for all purposes.

“TCEQ” means the Texas Commission on Environmental Quality or its successor agency.

“Termination Date” means the date upon which this Agreement terminates as described in Section 5.1.

“Treated Carrizo Project Water” means treated groundwater from the Project that GBRA is lawfully entitled to obtain, deliver and use under the terms of the Permits and Alliance Agreement.

“User” or “Users” means individually or jointly, Camino Real Utility Company LLC, County Line Special Utility District, Crystal Clear Special Utility District, and/or Maxwell Special Utility District.

ARTICLE II

GONZALES CARRIZO WATER SUPPLY PROJECT

2.1 Description of the Gonzales Carrizo Water Supply Project. The Gonzales Carrizo Water Supply Project (“Project”) primarily consists of the Groundwater Leases, facilities to pump, treat, and convey groundwater in and from Gonzales and Caldwell counties, including but not

limited to water treatment plant(s) and associated facilities, and facilities to convey treated water through and to Gonzales, Guadalupe, Caldwell, Hays, and Comal counties. The Project also includes all lands and interests in lands necessary and desirable for the construction, operation, and maintenance of the Project facilities, and may further include storage and blending facilities, and other facilities necessary or desirable for the supply of treated water to Project customers, including the Initial Customers.

2.2 GBRA Project Rights, Responsibilities and Ownership.

(a) Alliance shall own and operate certain portions of the Project, as described in the Alliance Agreement. For the benefit of its customers, GBRA has secured an ownership interest in the capacity of the Project Facilities, as such term is defined in the Alliance Agreement.

(b) Under the Alliance Agreement, GBRA's ownership interest in capacity in the Project Facilities may not be terminated or abrogated, and Alliance shall be obligated to treat and deliver water from GBRA's Water Supply (as defined in the Alliance Agreement) using GBRA's capacity in the Project Facilities.

(c) GBRA shall own those Project portions not owned by Alliance, including various facilities and interest in the land comprising the Project. GBRA shall be responsible for the operation, maintenance, design, permitting, financing, construction, expansions, extensions, and other modifications to those GBRA Project portions in order to provide a long-term water supply on behalf of the Initial and Expansion Customers.

2.3 Providers' Annual Commitment of Treated Water from the Project. The Annual Commitment of treated water from the Project, as defined in their respective 2018 Agreement, is 8,000 AFY for NBU and 3,000 AFY for the City. The 2018 Agreements for NBU and the City are respectively incorporated into this Agreement by reference as if attached as exhibits.

ARTICLE III
SHARED WATER

3.1 Shared Water Available from Providers. The Parties agree that the delivery of Shared Water on a temporary, short-term basis may start on the date that the Project infrastructure necessary to deliver Treated Carrizo Project Water to the Initial Customers is completed, as such date is determined by GBRA in its sole discretion, and extend up to, but not beyond December 31, 2028. Pursuant to the terms of this Agreement, NBU hereby commits 4,000 AFY of Treated Carrizo Project Water as Shared Water and the City hereby commits 500 AFY of Treated Carrizo Project Water as Shared Water (Providers' respective "Shared Water Commitment").

3.2 Rights to Adjust Shared Water Commitment. On each anniversary of the Effective Date during the term of this Agreement, each Provider shall have the individual right to adjust its respective Shared Water Commitment, in each Provider's sole discretion, in one of the following

ways: (i) Provider may increase its then-current Shared Water Commitment by giving GBRA thirty (30) days' written notice; or (ii) Provider may decrease its then-current Shared Water Commitment, to the extent such Shared Water Commitment has not been contractually committed by GBRA to Users, by giving GBRA sixty (60) day's written notice.

3.3 Shared Water Resale Terms. During the term of this Agreement, GBRA shall use its best efforts to contract with Users for the resale of up to the then-total volume of Shared Water Commitments (initially 4,500 AFY of Shared Water).

The Parties agree that all GBRA contracts to resell Shared Water shall include:

- (a) Contract counterparties that are Users or other customers that will ultimately receive water from the Project upon completion of all phases of construction;
- (b) A water delivery commencement date for each User, as determined by GBRA in its sole discretion, that is no earlier than the completion of all infrastructure construction necessary to convey Treated Carrizo Project Water to the Initial Customers;
- (c) A water delivery termination date that is no later than December 31, 2028;
- (d) A Shared Water Fixed Rate expressed in dollars per AFY. The Shared Water Fixed Rate shall be not less than the total of Providers' actual then-current annual Gonzales Carrizo Debt Service Charge and Gonzales Carrizo Water Charge, as those terms are defined in the respective 2018 Agreements between GBRA and each of the Providers, divided by 11,000 AFY. GBRA has determined that, as of the Effective Date, the Annual Shared Water Fixed Rate would be \$668.79 per AFY;
- (e) A Shared Water Fixed Charge equal to the Shared Water Fixed Rate multiplied by the number of acre-feet of Shared Water committed to a User. Such Shared Water Fixed Charge shall be assessed (i) to the Users on a take or pay basis, such that the Charge is paid whether all, some or any of the water is taken or not, (ii) on a monthly basis, such that one-twelfth of the Shared Water Fixed Charge is billed by GBRA and collected from the Users each month, and (iii) such Charge shall be billed by GBRA and paid by Users starting on the month after the Effective Date;
- (f) A Provider's Administration Fee equal to, a percentage multiplied by the Shared Water Charge. The initial Provider's Administration Fee of 5 percent (5%) may be increased from time to time on the anniversary of the Effective Date at the sole discretion of the Providers; provided however the percentage may not be increased more than the Consumer Price Index change for the previous year. Such Provider's Administration Fee shall be assessed (i) to the Users on a take or pay basis, such that the Fee is paid whether all, some or any of the water is taken or not, (ii) on a monthly basis, such that one-twelfth of the Provider's Administration Fee is billed by GBRA and collected from the Users each month, and (iii) such Fee shall be billed by GBRA and paid by Users starting on the month after the Effective Date;

(g) The amount of Shared Water committed to a User (expressed in AFY) which includes water lost in production, treatment and delivery;

(h) A maximum delivery rate to a User, expressed in gallons per minute (GPM), equal to the number of AFY of Shared Water committed to a User multiplied by 0.62, less actual losses occurring during production, treatment and delivery;

(i) A provision that Users may amend the contract to increase the volume of Shared Water contractually committed by GBRA, if Shared Water is available for commitment by a Provider; but that the committed volume of Shared Water may not be decreased during the term of the contract;

(j) A provision stating that no Shared Water will be provided by GBRA after the earlier of the termination date or December 31, 2028; ;

(k) A provision stating that Users' water losses will be determined and calculated using the same criteria used to determine and calculate water losses for Alliance and Providers.

(l) A provision recognizing that Users are fully and solely responsible for paying to GBRA the Gonzales Carrizo Delivery Charge, as such term is defined in the 2018 Agreements between GBRA and each of the Providers, applicable to the actual volume of Shared Water delivered to Users;

(m) A provision recognizing that Users are fully and solely responsible for the design, construction, maintenance, repair, and associated costs of any additional infrastructure ("User Extension") that might be necessary for GBRA to deliver the Shared Water beyond the Users' Shared Water Points of Delivery; that none of those User Extension costs shall be included, in whole or in part, as a cost payable by Providers under the Gonzales Carrizo Debt Service Charge and Gonzales Carrizo Water Charge, as those terms are defined in the respective 2018 Agreements between GBRA and each of the Providers;

(n) A provision recognizing that Users fully understand and accept that there is risk that the Expansion Customers' Project Portions may not be completed by December 31, 2028, and that Users fully understand and accept that no Shared Water will be available after December 31, 2028;

(o) A provision requiring Users to adopt and enforce conservation and drought contingency plans at least as stringent as those required of Providers by GBRA and regulatory agencies;

(p) A provision requiring the Users to pay a late payment charge, if applicable;

(q) A provision prohibiting the User from reselling the Shared Water to other wholesale water providers; and

- (r) A provision stating that GBRA shall be responsible for notifying the Users regarding water quality issues concerning the Shared Water.

3.4 Title to and Responsibility for Shared Water. Title to and responsibility for all Shared Water made available by Providers under this Agreement shall be in GBRA while said water is within the Project. If at any time Shared Water passes a Provider's point of delivery, as such term is described in the 2018 Agreements respectively, title to and responsibility for said water shall be in Provider. In such cases, title to and responsibility for the Shared Water shall remain with Provider until such time the Shared Water leaves the Provider's water distribution system and re-enters GBRA's or a User's water conveyance system. The Providers and GBRA hereby agree to save and hold each other harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the transportation, storage, delivery, processing and handling of such water while title to and responsibility for the Shared Water remains in the other Party.

3.5 Allocation of Water During Shortage. During conditions beyond GBRA's control when water cannot be supplied to meet the demands of all customers, treated water from the Project including Shared Water, shall be divided pro rata among all GBRA customers of the Project, according to the amount each may otherwise be entitled under their respective contracts with GBRA, subject to reasonable conservation and drought management plans and requirements based on particular purposes of use of the water, so that preference is given to no one and everyone suffers alike.

ARTICLE IV

REMITTANCE BY GBRA OF USER PAYMENTS

4.1 Monthly Compilation of Shared Water Charges. Each month, GBRA shall compile an accounting of the previous month's Shared Water Fixed Charge, Provider's Administration Fee, and late payment fee billings to Users as well as the Users' payments thereof. Said compilation shall be transmitted to the Providers by the tenth (10th) day of each month, beginning one month after the Effective Date.

4.2 Remittance of Shared Water Charges. Contemporaneous with the transmittal of the monthly compilation described in Section 4.1, GBRA shall remit payment to the Providers of the total Shared Water Fixed Charge, Provider's Administration Fee, and late payment fee payments received from Users during the previous month. Said remittance payment to Providers shall be prorated between NBU and the City based on their respective, then-current Shared Water Commitment amount.

ARTICLE V

TERM AND TERMINATION

5.1 Term. This Agreement shall be in force and effect until the earlier of (i) the date that each Expansion Customers' Project Portions are complete, as such date is determined by GBRA in its sole discretion or, (ii) 11:59 p.m. Central time on December 31, 2028 ("Termination Date").

5.2 Providers' Rights to Terminate. In addition to their other rights and remedies, each Provider shall have the right to terminate this Agreement if, after proper notice: (i) GBRA has not entered into one or more contracts with Users for the resale of at least 500 AFY of Shared Water within 180 days after the Effective Date; and/or (ii) GBRA fails to enforce the terms and limitations of GBRA's contracts with Users related specifically to the termination date, limitations on the annual volume of Shared Water committed to a User and/or the maximum delivery rate at each User Shared Water Delivery Point.

5.3 Rights after Termination. Except as specifically provided otherwise in this Agreement, all of the rights and obligations of the Parties under this Agreement shall terminate upon termination of this Agreement, except that such termination shall not affect any rights or liabilities accrued prior to such termination, including but not limited to GBRA's obligation to collect and remit to each Provider the total Shared Water Fixed Charge and Provider's Administration Fee payments paid by Users.

ARTICLE VI **OTHER PROVISIONS**

6.1 Regulatory Requirements. This Agreement is subject to all applicable federal, state, and local laws and any applicable ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having jurisdiction. This Agreement is specifically subject to all applicable sections of the Texas Water Code and the rules of the TCEQ, or any successor agency subject to Section 6.8 below regarding severability and provided that changes in the law shall not be applied retroactively to amend this Agreement unless retroactivity is required by law.

6.2 Remedies. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default by any Party, but all such other remedies existing at law or in equity shall be cumulative including, without limitation, specific performance may be availed of by any Party. The prevailing Party shall be entitled to any reasonable attorney's fees, court costs or other expenses incurred in bringing or defending any suit alleging such default or claim.

6.3 Actual Damages. No Party shall be liable or have any responsibility to the other for any indirect, special, consequential, punitive, delay-related or performance-related damages including, without limitation, lost earnings or profits. Such limitation on liability shall apply to any claim or action, whether it is based on whole or in part on agreement, negligence, strict liability, tort, statute or other theory of liability.

6.4 Assignability. The Providers may not assign their rights or obligations under this Agreement without first obtaining the written consent of GBRA, which consent shall not be unreasonably withheld or delayed.

6.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, and supersedes any prior understanding or oral or written agreements between the Parties respecting the subject matter of this Agreement.

6.6 No Third Party Beneficiaries. This Agreement does not create any third party benefits to any person or entity other than the signatories hereto and their authorized successors in interest, and is solely for the consideration herein expressed.

6.7 Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed and delivered by all necessary action of the Parties. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the Parties hereto.

6.8 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, administrative rule, regulation or finding, rule of public policy, or for any other reason, this Agreement shall remain in effect and be construed as if the invalid, inoperative, or unenforceable provision had never been in the Agreement, and such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

6.9 Waiver and Amendment. Failure to enforce or the waiver of any provision of this Agreement or any breach or nonperformance by any Party shall not be deemed a waiver by the other Parties of the right in the future to demand strict compliance and performance of any provision of this Agreement. No officer or agent of GBRA is authorized to waive or modify any provision of this Agreement. No modifications to or rescission of this Agreement may be made except by a written document signed by all Parties' authorized representatives.

6.10 Force Majeure. If for any reason of force majeure, any Party is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then that Party shall give notice of the reasons in writing to the other Parties within a reasonable time after the occurrence of the force majeure event. The obligation of the Party giving the notice, so far as it is affected by the force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, but only so long as the Party giving notice uses its best efforts to mitigate the impact and remedy the condition which constitutes the force majeure. The term "force majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, order or actions of any kind of government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, canals, or other structures, partial or entire failure of water supply including pollution (accidental or intentional), and any other cause not reasonably within the control of GBRA or a Provider.

6.11 Captions. The sections and captions contained herein are for convenience and reference only and are not intended to define, extend or limit any provision of this Agreement.

6.12 Necessary Documents and Actions. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

6.13 Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. The obligations contained within this Agreement are performable in Hays County, Caldwell County, Comal County or Guadalupe County, Texas. Any action in law or equity brought to enforce or interpret any provision of this Agreement shall be brought in a court of competent jurisdiction with venue in Hays County, Caldwell County, Comal County or Guadalupe County, Texas.

6.14 Negotiation by Counsel. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

6.15 Counterparts and Electronic Transmissions. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. A telecopied or emailed electronically transmitted facsimile of an executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each Party to the terms hereof. However, each Party agrees to promptly deliver to the other Parties an original, duly executed counterpart of this Agreement.

6.16 Legal Construction. Whenever context requires, the singular will include the plural and the neuter will include the masculine or feminine gender, and vice versa.

6.17 Notices. Any notice or payment required or permitted hereunder shall be in writing and shall be deemed to be delivered (a) on the date received if delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) if deposited in the mail, whether actually received or not, on the third business day after having been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to a Provider or GBRA, as appropriate, at the address shown hereinafter. For purposes of notice, the addresses of and the designated representative for receipt of notice for each of the Parties shall be as follows:

For GBRA:

Guadalupe-Blanco River Authority

Attention: General Manager/CEO
2225 E. Common St.
New Braunfels, Texas 78130

For NBU:

New Braunfels Utilities
Attention: CEO
263 Main Plaza
New Braunfels, Texas 78130

For the City:

City of Lockhart
Attention: City Manager
308 W. San Antonio St.
P.O. Box 239
Lockhart, TX 78644

The Parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days' written notice to the other Parties.

6.18 Business Days. In the event that any date or any period provided for in this Agreement shall end on a Saturday, Sunday or legal holiday, the applicable period shall be extended to the first business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Texas.

GUADALUPE-BLANCO RIVER AUTHORITY

By: _____
Darrell Nichols, General Manager / CEO

Date: _____

ATTEST:

STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Darrell Nichols, 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 entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2023.

Notary Public
The State of Texas

Notary Seal
&
I.D. No. _____

NEW BRAUNFELS UTILITIES

By: _____
Ryan Kelso, Interim Chief Executive Officer

Date: _____

STATE OF TEXAS §
 §
COUNTY OF COMAL §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Ryan Kelso, Chief Executive Officer of NEW BRAUNFELS UTILITES, 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 NEW BRAUNFELS UTILITIES, a Texas municipally owned utility, and that he/she executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2023.

Notary Public
The State of Texas

Notary Seal
&
I.D. No. _____

CITY OF LOCKHART

By: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared _____, _____ of the CITY OF LOCKHART, 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 CITY OF LOCKHART, a conservation district and political subdivision, and that he/she executed the same as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2023.

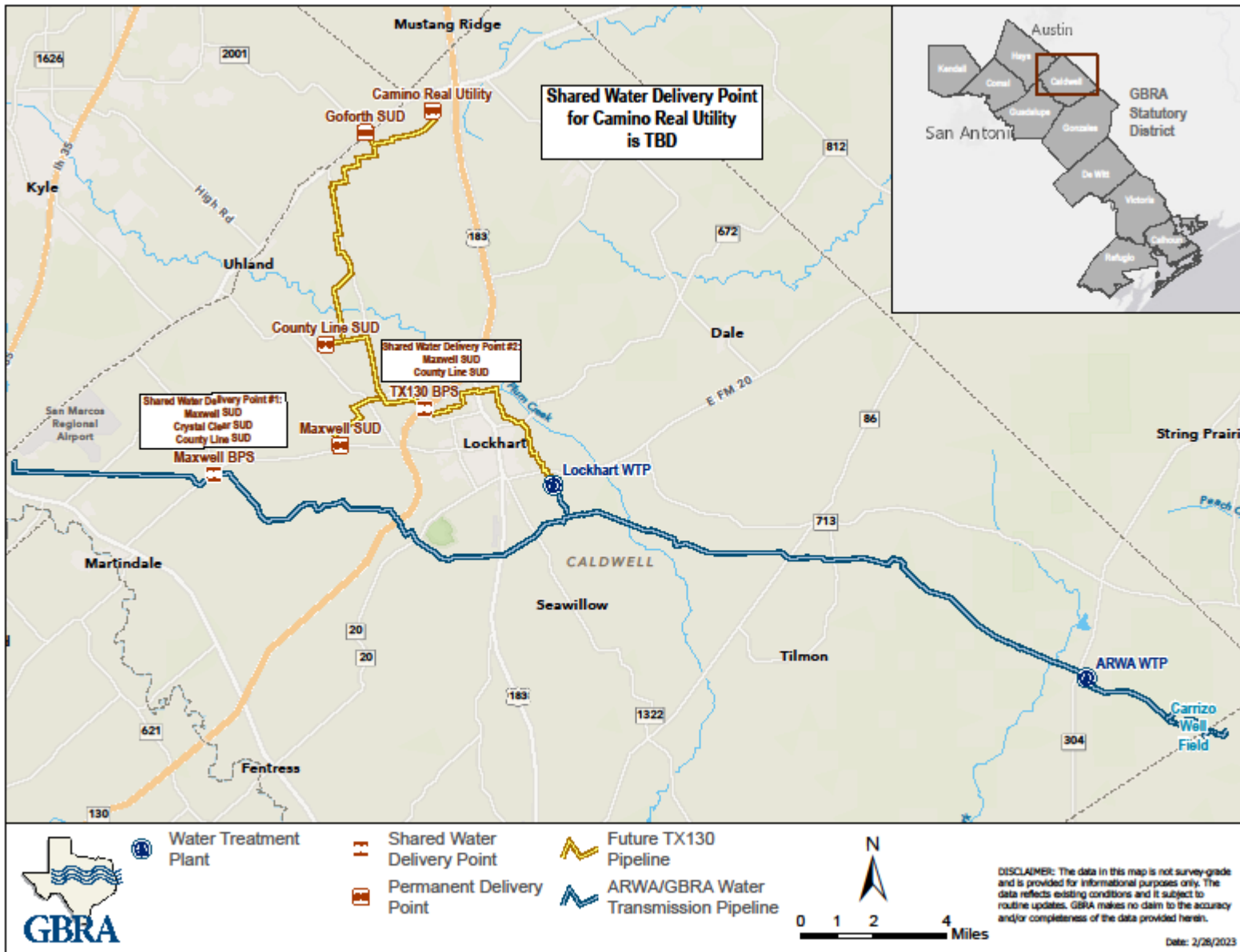
Notary Public
The State of Texas

Notary Seal
&
I.D. No. _____

EXHIBIT A

USERS' SHARED WATER POINTS OF DELIVERY

DRAFT



DRAFT