

ORIGINAL

**SABINE RIVER AUTHORITY OF TEXAS
WATER SUPPLY AGREEMENT**

**SECOND AMENDMENT TO
JULY 1, 2007 RAW WATER SUPPLY CONTRACT**

WITH

CITY OF GREENVILLE

IRON BRIDGE DIVISION

THE STATE OF TEXAS
COUNTY OF ORANGE

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§

AMENDMENT TO
RAW WATER SUPPLY
CONTRACT

Second Amendment to July 1, 2007 Raw Water Supply Contract between the SABINE RIVER AUTHORITY OF TEXAS ("Seller") a governmental agency of the State of Texas, having offices in Orange County, Texas and CITY OF GREENVILLE, TEXAS ("Buyer"), a municipal corporation in Hunt County, Texas made and entered into this 28th day of October, 2011.

RECITALS

1. Seller is an agency and political subdivision of the State of Texas, being a conservation and reclamation district created and governed by the provisions of Article 8280-133, Vernon's Revised Civil Statutes, as amended, pursuant to Article 16, Section 59, of the Texas Constitution.
2. Seller owns and operates water supply facilities including Lake Fork, Lake Tawakoni, and Toledo Bend Reservoir and is authorized under provisions of Certificates of Adjudication Nos. 05-4669, 05-4670, and 05-4658 (as amended), issued by the Texas Commission on Environmental Quality ("Commission") or its predecessor agencies, to appropriate public waters of the State of Texas.
3. Buyer and Seller entered into an Agreement for purchase of raw, untreated water on July 15, 1976 and renewed the Agreement for a term of thirty years effective July 1, 2007 ("Existing Agreement").
4. Buyer and Seller entered into a First Amendment to the Existing Agreement, effective November 29, 2010, which authorized Buyer to sell up to 16 MGD of raw, untreated water for industrial use.
5. Buyer has requested a Second Amendment to the Existing Agreement to sell up to 3 MGD (or 1,095 million gallons per year) of raw, untreated water for recreation and irrigation use.

Sabine River Authority of Texas
Water Supply Agreement – Amendment
City of Greenville

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits described in this Agreement, the Seller and Buyer agree to amend the July 1, 2007 Raw Water Supply Contract as follows:

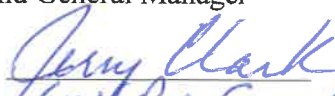
Replace **SECTION 13. PURPOSE AND PLACE OF USE.** with the following:

“Except as provided herein, or by subsequent agreement, Buyer shall use Water purchased from Seller under this Agreement for municipal purposes only and within the area served by Buyer’s municipal water system, which area is shown by the Location map of service area attached as Exhibit 2 to this Agreement. Buyer may continue to sell treated water on a wholesale basis to its existing customers and to new wholesale customers connected to Buyer’s treated water system, as expanded. Buyer is hereby prohibited from selling Water provided under this Agreement on a wholesale basis without the prior written consent of Seller. Seller hereby consents to Buyer’s sale of Water for industrial use in an amount not to exceed in total 16 MGD. Seller also consents to Buyer’s sale of Water for recreation and irrigation use in an amount not to exceed in total 3 MGD (or 1,095 million gallons per year).

If Buyer extends its municipal water system service area, Buyer shall deliver to Seller a reproducible vicinity map that shows the added territory, and this Agreement will be modified by attaching the map to this Agreement as an exhibit. Upon filing this Agreement, as modified, with the Commission, Buyer may use the Water within the added territory.”

EFFECTIVE as of the date signed by the authorized representative of Seller.

SABINE RIVER AUTHORITY OF TEXAS
P.O. Box 579
Orange, TX 77631-0579
Attn: Executive Vice-President
and General Manager

By: 
Title: Ex. V.P. & Gen. Mgr.
Date: 10-28-11

ATTEST:




APPROVED AS TO FORM AND LEGALITY:

By:


Attorney for Seller

CITY OF Greenville
P.O. Box 1049
Greenville, TX 75403-1049
Attn: Mayor

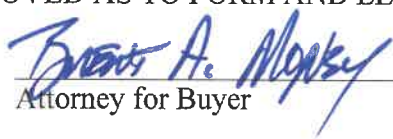
By: 
Title: Mayor
Date: 10/4/11

ATTEST:



APPROVED AS TO FORM AND LEGALITY:

By:


Attorney for Buyer

Sabine River Authority of Texas
Water Supply Agreement – Amendment
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