



EDWARDS AQUIFER HABITAT CONSERVATION PLAN PROGRAM

**AMENDMENT OF SPRINGFLOW PROTECTION
PROGRAM FORBEARANCE AGREEMENT**

THIS AMENDMENT OF SPRINGFLOW PROTECTION PROGRAM FORBEARANCE AGREEMENT ("Amendment Agreement") is entered into to be effective **January 1, 2023** ("Effective Date"), by and between the **EDWARDS AQUIFER AUTHORITY** ("EAA"), a conservation and reclamation district and political subdivision of the State of Texas, and **4 Doyon Enterprises, LLC** ("Permittee", whether one or more), the person or entity that is shown by the official permitting records of the EAA as the owner of record of Permit No. P100-557 ("Permit"). Each of these entities is, at times, referred to individually as a "Party," and both are referred to collectively as "Parties."

RECITALS

WHEREAS, the Parties entered into that certain Springflow Protection Program Forbearance Agreement ("Agreement") with an Effective Date of January 1, 2020; and

WHEREAS, the Parties now desire to amend the Agreement.

AGREEMENT

NOW, THEREFORE, for the mutual consideration expressed in this Amendment Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment. As of the Effective Date of this Amendment Agreement, the Parties hereby amend the Agreement as follows:

3. Permit Amount Pledged for Forbearance

(a) Under the terms of this Agreement, the Permittee agrees to forbear making withdrawals from the Aquifer under the Permit during a Forbearance Year in the total amount of 16.000 acre-feet per annum ("AF/annum") distributed as 16.000 AF/annum of Base Irrigation Groundwater ("BIG") and 0.000 AF/annum of Unrestricted Irrigation Groundwater ("UIG"), as defined in Section 702.1 of the EAA's rules. The Permittee agrees and acknowledges that this amount of groundwater

is authorized and available to the Permittee under the Permit for withdrawal from the Aquifer, and by virtue of the Permittee's decision to enter into this Agreement, the Permittee will be unable to withdraw this amount from the Aquifer during a Forbearance Year.

4. Payments

Subject to the terms of this Agreement, the EAA agrees to pay to the Permittee the sum of ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$1,600.00) per year during the term of this Agreement. Payment shall be made no later than March 1st of each year during the term of this Agreement. Payment will be made in each year during the term of this Agreement irrespective of whether the year is a Forbearance or Non-Forbearance Year.

2. No Effect on Remainder of the Agreement. Except as provided in this Amendment Agreement, the Agreement shall remain in full force and effect in all respects. This Amendment Agreement shall be governed by and construed under the terms of the Agreement.

3. Recordation. The EAA may, in its sole discretion, record of public record a memorandum of this Amendment Agreement with the County Clerk of the county in which the Permittee's property identified as the place of use in the Permit and in which the point(s) of withdrawal subject to forbearance under the Agreement are located.

IN WITNESS WHEREOF, the Parties have caused this Amendment Agreement to be executed by their respective duly authorized representatives as of the date first set forth hereinabove.

[signatures begin on next page]

EDWARDS AQUIFER AUTHORITY

By: _____

Roland Ruiz
General Manager

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF BEXAR

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This instrument was acknowledged before me on _____, 202__, by Roland Ruiz, General Manager of the Edwards Aquifer Authority, known personally to me to be the person who subscribed to this instrument, on behalf of the Edwards Aquifer Authority.

Notary Seal

Notary Public, State of Texas

PERMITTEE: 4 Doyon Enterprises, LLC

By: Carolyn Doyon

Carolyn Doyon - Manager

Date: September 27, 2022

ACKNOWLEDGEMENT

STATE OF TEXAS

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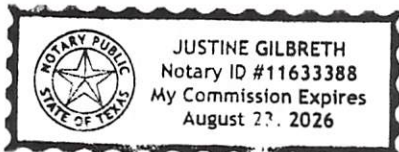
COUNTY OF Medina

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This instrument was acknowledged before me on September 27, 2022, by Carolyn Doyon, Manager and Authorized Representative for the Permittee, known personally to me to be the person who subscribed to this instrument, on behalf of the Permittee.

Notary Seal

Justine Gilbreth
Notary Public, State of Texas



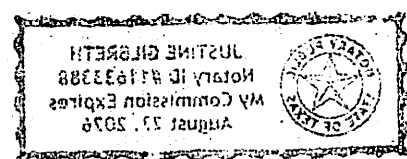
[additional signatures on next page]

NOTARY PUBLIC STATE OF TEXAS

My Comm. Expires

August 22, 2026

JUSTINE GILBERTH



APPROVED AS TO FORM:

By: _____

Darcy Alan Froyinfelter
General Counsel
Edwards Aquifer Authority

Date: _____

Oct. 11, 2022

1971.11.25

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