

FIRST AMENDMENT
TO
WATER SUPPLY CONTRACT BETWEEN
BRAZOSPORT WATER AUTHORITY AND
THE CITY OF ANGLETON, TEXAS

This First Amendment to Water Supply Contract Between Brazosport Water Authority and the City of Angleton, Texas (this “Amendment”) is executed as of the dates set forth in the acknowledgment pages below, by and between Brazosport Water Authority of Brazoria County, Texas, a conservation and reclamation district, a body politic, and governmental entity in the State of Texas (herein called “**BWA**”) and the City of Angleton, a Texas home rule municipality (herein called “**Angleton**”).

RECITALS

- a. BWA and Angleton previously entered into that certain Water Supply Contract dated February 20, 1987, pursuant to which BWA agreed to provide a treated water supply to Angleton (the “**Contract**”).
- b. Exhibit “B” of the Contract provides that BWA will supply Angleton with a Contract Quantity of water, as that term is defined in the Contract, of 1.8 million gallons per day (“**MGD**”).
- c. Pursuant to Section 3.3 of the Contract, because Angleton has used a quantity of water that exceeds its Contract Quantity on average over a 365 day period, BWA has the right to increase Angleton’s Contract Quantity.
- d. BWA intends to increase Angleton’s Contract Quantity to 2.3 MGD pursuant to Section 3.3 of the Contract.
- e. BWA and Angleton desire to amend Exhibit “B” of the Contract to provide for an increase in the Contract Quantity to 2.3 MGD.
- f. All other terms of the Contract that are not in conflict with this Amendment shall remain in force and effect.

I. AMENDMENT TO EXHIBIT “B” TO INCREASE CONTRACT QUANTITY

NOW, THEREFORE, for and in consideration of the granting of the mutually beneficial amendments to the Contract and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereto hereby agree as follows:

1. **Amendment to Exhibit B:** Exhibit “B” shall be amended to reflect an increase in Angleton’s Contract Quantity to 2.3 MGD. Accordingly, Exhibit “B” to the Contract shall be amended and replaced in its entirety as follows:

EXHIBIT “B”

	<u>Contract Quantity</u>	
<i>Angleton</i>	<i>2.3</i>	<i>MGD</i>
<i>Brazoria</i>	<i>0.315</i>	<i>MGD</i>
<i>Clute</i>	<i>2.0</i>	<i>MGD</i>

<i>Freeport</i>		2.0	MGD
<i>Lake Jackson</i>		2.0	MGD
<i>Oyster Creek</i>		0.165	MGD
<i>Richwood</i>		0.235	MGD
<i>TDCJ</i>		0.900	MGD
<i>Dow</i>		1.000	MGD
<i>Rosenberg</i>		5.70	MGD

<i>System Capacity</i>	=	17.8	MGD
<i>Contract Quantities</i>	=	16.614	MGD
<i>Reserve Capacity</i>	=	1.186	MGD

2. **Effective Date.** This Amendment shall be effective on October 1, 2022.
3. **Defined Terms.** Capitalized terms not otherwise defined in this Amendment shall have the meaning set forth in the Contract.
4. **Parties Bound.** This Amendment shall be binding upon and inure to the benefit of BWA, Angleton, and their respective permitted successors and assigns, as provided in the Contract. Except as specifically amended by the terms of this Amendment, the Contract and the obligations of BWA and Angleton thereunder shall be and remain in full force and effect and are hereby ratified and affirmed.
5. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart. A copy of a party's signature to this Amendment shall be valid as though such signature was an original.
6. **Governing Law.** This Amendment shall be governed by and construed according to the Laws of the State of Texas (the "State"). Venue for any action arising under this Amendment shall be in state court in Brazoria County, Texas.
7. **Authority to Bind.** The individuals signing this agreement represent and acknowledge they have express authority to bind their principals to this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below, to be effective for all purposes as of October 1, 2022.

BRAZOSPORT WATER AUTHORITY

By: _____
 Juan Longoria Date
 President

ATTEST:

By: _____
Kenny Hayes Date
Secretary

THE CITY OF ANGLETON, TEXAS

By: _____
Mayor, City of Angleton, Texas
Printed Name: _____
Jason Perez
Date: _____

ATTEST:

By: _____
Michelle Perez, City Secretary
Angleton, Texas
Printed Name: _____
Date: _____