

AGREEMENT FOR GENERATOR

This Agreement for Generator (the “Agreement”) is made and entered into as of the 14 day of May, 2026, (the “Effective Date”) by and between **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55**, a conservation and reclamation district created pursuant to the authority of Article XVI, Section 59, of the Constitution of the State of Texas, and operating under the provisions of Chapter 49 and 54, Texas Water Code, as amended (“MUD 55”) and the CITY OF IOWA COLONY, TEXAS, a municipal corporation and home rule city of the State of Texas (the “City”).

RECITALS

MUD 55 leases wastewater treatment facilities, including a 0.48 MGD steel wastewater treatment plant (the “Temporary WWTP”), governed by the Equipment Lease Agreements between MUD 55 and AUC Group, LP for Phase 1 (0.16 MGD), Phase 2 (0.32 MGD) and Phase 3 (0.48 MGD) (collectively, the “Lease Agreements”). MUD 55 has exercised the lease buy-out option for Phase 2 (0.32 MGD). MUD 55 is currently constructing the Phase 1 Permanent Wastewater Treatment Plant (the “Phase 1 Permanent WWTP”), which is anticipated to be completed approximately one month following the Effective Date (the Temporary WWTP and the Permanent WWTP are referred to collectively herein as the “Wastewater Treatment Plant”).

MUD 55 currently owns a 500kW diesel generator, which is connected to the Temporary WWTP, and can be used to power the Temporary WWTP in the event of a power outage (the “Existing Generator”).

MUD 55 and the City entered into that certain Facility Conveyance Agreement, dated April 14, 2025, whereby MUD 55 will convey the Wastewater Treatment Plant to the City for ownership and operation by December 31, 2026 (the “Conveyance”).

Prior to the Conveyance, the City requires that a standby generator be put in place by MUD 55, with a permanent generator installed by MUD 55 for the Phase 1 Permanent WWTP within two years of the Execution Date of this Agreement .

MUD 55 and the City have determined that entering into this Agreement is in the best interests of MUD 55 and the City and each of MUD 55 and the City are authorized to enter into this Agreement as follows.

AGREEMENT

Section 1: Recitals Confirmed. The matters set forth above in the Recitals of this Agreement are found to be true and correct.

Section 2: Temporary Generator. MUD 55 agrees, and the City hereby acknowledges that MUD 55 will provide a diesel generator capable of powering the Phase 1 Permanent WWTP in the event of a power outage (the “Temporary Generator”).

prior to acceptance of the Phase 1 Permanent WWTP by the City. The Temporary Generator will connect to the transfer switch near the southwest corner of the Phase 1 Permanent WWTP. MUD 55 will ensure that the Temporary Generator will be available until the permanent generator is installed and operational in accordance with Section 3 below. MUD 55 will be responsible for all payments associated with the Temporary Generator.

Section 3: Permanent Generator. Upon execution of this Agreement, MUD 55 will cause the MUD 55 engineer to design and coordinate installation of a permanent ~~diesel~~ natural gas generator for the Phase 1 Permanent WWTP (the "Permanent Generator"). The Permanent Generator will connect to the transfer switch near the southwest corner of the Phase 1 Permanent WWTP. The MUD 55 engineer will be responsible for obtaining all necessary agency approvals on behalf of MUD 55. The Permanent Generator shall be installed and operational within two years of the Effective Date of this Agreement. MUD 55 shall be responsible for financing the cost of the Permanent Generator.

Section 4: Notice. Any notices or other communications (a "Notice") required to be given by one party to another by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

The City:

City of Iowa Colony
3144 Meridiana Pkwy
Iowa Colony, Texas 77583
Attn: City Manager

MUD 55:

Brazoria County MUD No. 55
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Katie Sherborne

The parties 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 giving at least five days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

Section 5: Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected.

Section 6. Waiver. Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 7. Applicable Law and Venue. The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Brazoria County, Texas.

Section 8. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.

Section 9. Authority for Execution. The City hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City ordinances. MUD 55 hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted by the Board of Directors of MUD 55.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the date first written above.

The City of Iowa Colony, Texas

By: _____
Wil Kennedy, Mayor

ATTEST:

By: _____
Kayleen Rosser, City Secretary

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 55

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors