

FACILITY CONVEYANCE AGREEMENT

This Facility Conveyance Agreement (the “Agreement”) is made and entered into as of the _____ day of _____, 2025, (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 Texas, and operating under the provisions of Chapters 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 owns a water supply and distribution system to serve the area within the boundaries of MUD 55 (collectively, the “Water Supply Facilities”). The Water Supply Facilities include, without limitation, (i) water distribution lines, and (ii) a permanent water well and a water treatment plant located on the land described on Exhibit A attached hereto (the “Water Plant Site”), with capacity to serve 2,666 equivalent single-family connections (“ESFC”) (the “Reserved Water Capacity”).

MUD 55 also 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) (“WWTP Phase 1”), Phase 2 (0.16 MGD) (“WWTP Phase 2”), and Phase 3 (0.16 MGD) (“WWTP Phase 3”) (collectively, the “Lease Agreements”), and is currently constructing the Phase 1 Permanent Wastewater Treatment Plant (the “Phase 1 Permanent WWTP”), which is anticipated to be completed by December 2025 (the Temporary WWTP and the Phase 1 Permanent WWTP are referred to collectively herein as the “Wastewater Treatment Plant”), all on the tracts described on Exhibit B attached hereto (collectively, the “WWTP Sites”). Further, MUD 55 owns a collection system to serve the area within the boundaries of MUD 55 and the portion of Brazoria County Municipal Utility District No. 57 located within the City (“MUD 57”).

MUD 55 also owns one lift station (the “Lift Station”) located on the WWTP Site. The Lift Station has the capacity to serve 4,300 ESFCs (the “Reserved Lift Station Capacity”).

The Wastewater Treatment Plant, the regional and internal collection lines, the Lift Station, and related appurtenances are referred to collectively herein as the “Wastewater Facilities.” The Temporary WWTP, as expanded by the Phase 1 Permanent WWTP, will have the capacity to serve 4,300 ESFCs at a rate of 240 gallons per day of wastewater flow per ESFC, with 3,046 ESFCs for MUD 55 (the “MUD 55 Capacity”) and 1,037 ESFCs for MUD 57 (the “MUD 57 Capacity”) (the MUD 55 Capacity and the MUD 57 Capacity are collectively referred to herein as the “Reserved Wastewater Capacity”).

The Wastewater Facilities together with the Water Supply Facilities, the Water Plant Site, and the WWTP Sites are referred to herein as the “Facilities.” MUD 55 currently owns and operates the Facilities, with the exception of the Phase 1 Permanent WWTP, which, as of the date of this Agreement, is under construction, and the Temporary WWTP, which it operates but it does not own.

The Rally 288 West Planned Unit Development District, approved by City Ordinance No. 2022-09, provides that, “Wastewater generated within the development will be collected by an internal network of gravity flow lines and lift stations and treated at the BCMUD No. 55 wastewater treatment plant in Meridiana, unless the City of Iowa Colony builds a regional wastewater plant closer to Rally 288 West in which case wastewater would be treated at that plant.” In order for the developer in MUD 57 to secure wastewater treatment capacity before the City finalized plans for a regional wastewater treatment plant, MUD 55 and MUD 57 entered into that certain Joint Facilities and Interconnect Agreement, dated August 8, 2024 (the “Joint Facilities Agreement”), whereby (i) MUD 57 has agreed to purchase the MUD 57 Capacity in the Phase 1 Permanent WWTP, (ii) the parties thereto established the terms and conditions by which MUD 55 and MUD 57 will share in the operation and maintenance expenses in the Wastewater Treatment Plant, and (iii) MUD 57 has agreed to contribute its Proportionate Share (as defined therein) for the construction of any additional permanent wastewater treatment plant(s) which the City requires MUD 55 to construct.

MUD 55 and Brazoria County Municipal Utility District No. 56 (“MUD 56”) are parties to that certain Second Amended and Restated Interconnect Agreement, dated April 11, 2019, as amended by the First Amendment thereto, dated November 9, 2023, that Second Amendment thereto, dated April 11, 2024, and that Third Amendment thereto dated August 8, 2024, which establishes the terms and conditions by which emergency water supply will be provided to MUD 55 and MUD 56 (as amended, the “Interconnect Agreement”).

MUD 55 and Meridiana Maintenance, LLC are parties to that certain Access and Use Agreement, dated January 16, 2020, which allows for Meridiana Maintenance, LLC to access and use the WWTP Site for storage of the supplies, tools and equipment used for the maintenance of the drainage and detention facilities within MUD 55 (the “Access and Use Agreement”).

The City and MUD 55 are parties to the Shared Financing Agreement by and between the City, Reinvestment Zone Number Two of Iowa Colony, Texas, Iowa Colony Development Authority and MUD 55, effective February 15, 2011 (the “Financing Agreement”), in which the parties previously agreed that MUD 55 would convey ownership and operation of the Facilities to the City upon two years’ prior notice of a demand to convey the Facilities and upon entering into a utility agreement to set forth

the terms and conditions under which the City will provide water supply and wastewater treatment services to MUD 55, and MUD 55 will have reserved to its benefit the capacity in the facilities that it conveys to the City.

The City now wishes to acquire, own and operate and maintain the Facilities and to collect water and sanitary sewer fee revenue from the utility customers within MUD 55, which will become customers of the City upon the conveyance of the Facilities.

AGREEMENT

I. Recitals. The recitals above are true and correct and incorporated for all purposes as part of this Agreement.

II. Purpose. The purpose of this Agreement is to set forth the parties' agreement as to the conveyance, ownership and operation of the Facilities while recognizing that several actions must be taken to affect such purpose. Such actions shall occur as follows (all capitalized terms are as defined herein):

- a. It is the intent of the City and MUD 55 to have (i) the Facilities transferred, (ii) the Water Plant Site and the WWTP Site conveyed, and (iii) any water line or sanitary sewer line easements related to the Facilities assigned, to the City on December 31, 2026 (the "Conveyance Effective Date"). Any Facilities that are constructed after the Conveyance Effective Date will be conveyed to the City upon completion of construction by MUD 55 and after acceptance of such facilities by MUD 55 and the City. Notwithstanding anything else contained herein, it is understood and agreed that MUD 55 shall have the ability to continue development and to connect to existing water lines within the boundaries of MUD 55, even after the Conveyance Effective Date. Except as specifically stated otherwise, all provisions of this Agreement will become effective on the Conveyance Effective Date.
- b. MUD 55 acknowledges that it is currently purchasing and installing AMI smart water meters from the City for all new water taps within MUD 55, and agrees to continue such purchases and installations until the Conveyance Effective Date. Additionally, MUD 55 agrees to allow the City's contractor, on behalf of the City, to replace existing analog water meters for customers of MUD 55 at the City's sole cost, subject to payment to the City of MUD 55's pro rata share of such meter replacement in the amount of \$35,000.00 per year (the "MUD 55 Pro Rata Share"). The MUD 55 Pro Rata Share shall be due and payable by MUD 55 to the City on April 1st of each year for 5 years, commencing on April

1, 2025, and ending on April 1, 2029; provided that the first payment shall be due within thirty (30) days of the Effective Date.

- c. Within sixty (60) days after execution of this Agreement, MUD 55 will charge each MUD 55 customer a surcharge fee equal to five percent (5%) of the fees charged by MUD 55 to each customer for water and sewer service, exclusive of all regional water authority fees, as partial consideration for this agreement (the "Surcharge Fee"). Should the City stop collecting its 5% franchise fee prior to the Conveyance Effective Date, the provisions in this paragraph will immediately become null and void and MUD 55 shall have no further obligation to collect or remit the Surcharge Fee. The Surcharge Fees will be collected by MUD 55's operator and the Surcharge Fees actually collected by MUD 55 will be due and payable to the City no later than thirty (30) days after each monthly MUD 55 Board of Directors meeting (the "Surcharge Fee payment date"). It is understood that the Board of Directors typically meets on the second Thursday of each month, subject to availability of a quorum. If a meeting is rescheduled for a day other than the second Thursday of the month, such date will be considered the regular meeting date for that month, and the Surcharge Fee payment date will be thirty (30) days following such meeting. MUD 55 agrees to follow all procedures set forth in the MUD 55 Amended Rate Order for the collection of all water and sewer fees, including the Surcharge Fees. Each Surcharge Fee payment that is not paid on or before the Surcharge Fee payment date shall be delinquent and shall incur interest at the rate of one percent (1%) of the amount of the Surcharge Fee, for each week or portion thereof during which the Surcharge Fee remains unpaid. Notwithstanding the foregoing, it is understood and agreed that, prior to the Conveyance Effective Date, the MUD 55 Board of Directors shall retain its discretion to forego water termination for any customer's failure to pay water and sewer fees. Further, notwithstanding anything contrary to this Agreement, MUD 55 may inform its customers about the implementation of the Surcharge Fees pursuant to this Agreement without expressing an opinion with regard to the Surcharge Fees. Should the City stop collecting its 5% franchise fee prior to the Conveyance Effective Date, the provisions in this paragraph will immediately become null and void and MUD 55 shall have no obligation to collect or remit the Surcharge Fee.
- d. With respect to the Wastewater Treatment Plant, MUD 55 agrees to file with the Texas Commission on Environmental Quality ("TCEQ") an application transferring MUD 55's Texas Pollutant Discharge Elimination System ("TPDES") permit to the City at least sixty (60) days

prior to the Conveyance Effective Date and work diligently with the TCEQ to complete the transfer. Further, MUD 55 will execute and deliver to the City the Utility Conveyance (hereinafter defined) conveying the Wastewater Treatment Plant to the City as soon as practicable after MUD 55's TPDES permit for the Wastewater Treatment Plant has been transferred to the City.

- e. With respect to the Water Supply Facilities, MUD 55 agrees to file with the TCEQ an application transferring MUD 55's water well permit to the City at least sixty (60) days prior to the Conveyance Effective Date and work diligently with the TCEQ to complete the transfer. Further, MUD 55 will execute and deliver to the City the Utility Conveyance (hereinafter defined) conveying the Water Supply Facilities to the City as soon as practicable after MUD 55's water well permit has been transferred to the City.
- f. As soon as practicable after MUD 55 conveys each Facility to the City as set forth in this Agreement, the City will countersign and deliver to MUD 55 a utility conveyance document for each owned Facility in the form attached hereto as Exhibit C (the "Utility Conveyance"), special warranty deeds for the Water Plant Site, and the WWTP Site in the form attached hereto as Exhibit D (the "Deed"), and assignments of easement for any water line or sanitary sewer line easements related to the Facilities in the form attached hereto as Exhibit E (the "Assignment of Easement"). MUD 55 shall retain the obligation to make any lease payments for the Temporary WWTP and payment of debt service for the purchase or reimbursement of the Facilities.
- g. MUD 55 will record the Utility Conveyance(s), the Deed(s), and the Assignment(s) of Easements in the real property records of Brazoria County.

III. Conveyance of Facilities/Reserved Capacity. MUD 55 agrees to convey the Facilities to the City pursuant to one or more Utility Conveyances, Deeds, or Assignments of Easements, as applicable, as provided herein. The Reserved Water Capacity, Reserved Wastewater Capacity, and Reserved Lift Station Capacity will remain reserved to serve land only within the boundaries of MUD 55 and the portion of MUD 57 located within the City, in accordance with the capacity reservations set forth herein, unless and until MUD 55 and the portion of MUD 57 located within the City have been fully built out. For purposes of this Agreement, full buildout means that the Facilities necessary to serve 100% of the developable land in MUD 55 and the portion of MUD 57 located within the City and all buildings served by such Facilities have been constructed.

The Wastewater Facilities are currently being expanded by MUD 55, as provided for herein, to serve up to 4,300 ESFCs (at a rate of 240 gallons per day of wastewater flow per ESFC). At this time, MUD 55 expects that 4,300 ESFCs at 240 gallons per day of flow for wastewater and 360 gallons per day of flow for water is sufficient to serve projected development within MUD 55 at full build-out, which is estimated to be 3,046 ESFCs, and up to 1,037 ESFCs within the portion of MUD 57 located within the City.

IV. Operation of Facilities/Standards of Operator. Upon the recordation of the Utility Conveyance(s), the City agrees that it will operate and maintain the Facilities at its sole cost and expense; provided, however, that MUD 55 will continue to make all payments due under the Lease Agreements as required by the Lease Agreements, unless MUD 55 exercises the purchase option(s) provided under the Lease Agreements at an earlier date. At such time as the City assumes ownership of the Facilities, (i) MUD 55 shall no longer be responsible for its pro-rata share of the operation and maintenance expenses of the Facilities as provided in the Joint Facilities Agreement (the City will pay MUD 57's pro-rata share of the operation and maintenance expenses of the Facilities under the Joint Facilities Agreement pursuant to the Utility Functions Agreement between the City and MUD 57, and will assume MUD 55's pro-rata share of the operation and maintenance expenses of the Facilities as provided in the Joint Facilities Agreement as of the Conveyance Effective Date), (ii) the City will meter and bill customers for water and sanitary sewer services, and (iii) all revenues for water and sanitary sewer services will be kept by the City, subject to the retention of certain tap fees described in Section X below by MUD 55.

Upon conveyance of the Facilities or upon any change in third-party company to operate the Facilities, there shall be no reduction in operator services provided to customers of MUD 55 or reduction in service quality as required of Si Environmental by MUD 55, as set forth in the current contract between MUD 55 and Si Environmental. In addition, any contract for the operation of the Facilities shall place the following requirements on such operator ("Operator"):

- a. Operator shall maintain and operate a Customer Care Department (the "Customer Care"), 24 hours a day, 365 days per year. The telephone number of Customer Care shall be clearly displayed on each monthly bill sent to the City's customers. Customer Care will maintain, to the extent reasonably possible, the ability to operate during natural disasters.
- b. Operator will respond to any emergency (as defined below) 24 hours a day, 365 days per year. Emergency is defined as, but not limited to:
 1. A hazardous condition;

2. A loss of water pressure, or serious degradation of water quality at one or more customer locations;
 3. A blockage of any type in the sewage collection system;
 4. A condition resulting in the degradation of the drinking water; or
 5. A condition which, in the opinion of the operator, or any authorized City representative, poses an immediate threat to develop into one of the four emergencies listed above.
- c. Operator will, during its standard workday, perform repairs, which are not emergencies (as defined above). Operator will schedule such non-emergency repairs on a first call, first-serve basis, unless specifically asked to accelerate its response to a particular item by an authorized City representative. Any non-emergency repair shall, to the extent practicable, be completed within 24 hours of receipt of notice of the requested repair.
 - d. MUD 55 may request the Operator's attendance at meetings of the Board of Directors of MUD 55, and such attendance by Operator shall be at MUD 55's sole cost and expense.

It is the intent of the parties that immediately upon the transfer of the Facilities, the City shall have been conveyed and shall have assumed full ownership and operation of the Facilities, and that all customers of water and sanitary sewer services within MUD 55 shall be customers of the City. In the event that legal title to the Water Supply Facilities and/or Wastewater Treatment Plant cannot be conveyed to the City until the TCEQ approves the transfer of the applicable permit to the City, MUD 55 agrees that the City shall operate, or engage an operator to operate, as may be required by this Agreement, such facilities on behalf of MUD 55 at the City's sole cost and that the City will meter and bill all customers within MUD 55 and that portion of MUD 57 located within the City for water and sanitary sewer services, and the City shall retain the water and sanitary sewer revenues until the TCEQ approves the transfer of applicable permits.

The City agrees to use reasonable diligence and care in the operation, maintenance, repair, replacement and rehabilitation of all components of the Facilities by following industry maintenance standards and schedules to maintain the useful life of the Facilities. The City acknowledges the current aesthetics of the Facilities, including the use of trees to provide a buffer for the Wastewater Treatment Plant, and the City agrees to properly maintain the aesthetics and landscaping in accordance with industry standards. Upon conveyance of the Facilities, the City shall be responsible for ensuring optimal performance, reliability, and regulatory compliance of all Facilities. This shall include routine inspections, preventative and predictive maintenance, immediate corrective

actions, regular calibration of equipment, adherence to safety and environmental regulations, and implementation of best practices in operations. The objective is to achieve maximum efficiency, extend the lifespan of equipment, minimize downtime, ensure high-quality water treatment, and consistently meet or exceed all regulatory standards and service expectations. The operation, maintenance, repair, and rehabilitation of all components of the Facilities shall be in full compliance with applicable permits and applicable laws and regulations of all governmental entities with jurisdiction.

Not later than the Conveyance Effective Date, the City will procure and maintain adequate property and boiler and machinery insurance on the Facilities in amounts sufficient for the insurer to pay the replacement cost of all Facilities.

V. Water and Sanitary Sewer Rates/Tap Fees and Other Charges. Upon conveyance of the Facilities, the City shall provide retail service to and fix such rates and charges for customers of the Facilities, provided that the rates and charges for services afforded by the Facilities will not exceed the rates charged to other users within the City.

Prior to the Conveyance Effective Date, the City will adopt a discounted public space user rate for irrigation purposes (i.e., for irrigation of boulevards, detention ponds, public parks and public recreational facilities, including, without limitation, for Oasis Village) to be applied equally to all public space users who are customers of the City.

VI. Assignment of Agreements/Access to Facilities. MUD 55's rights, titles, obligations, and responsibilities under the Interconnect Agreement, Joint Facilities Agreement and Access and Use Agreement will be assigned to the City, the form of which assignment is attached hereto as Exhibit F.

The City agrees that neither MUD 55 nor Meridiana Maintenance, LLC is required to remove the Storage Buildings (as defined in the Access and Use Agreement) from the WWTP Sites; provided, however, that all equipment and supplies must be removed from the Storage Buildings on or before December 31, 2028, and neither MUD 55 nor Meridiana Maintenance, LLC shall have access to such building after December 31, 2028. Should the City elect to remove the Storage Buildings after December 31, 2028, it may do so at its sole cost and expense.

VII. Expansion of Facilities. MUD 55 will continue to exist for purposes of constructing and financing additional water, sanitary sewer, and drainage facilities. All expansions of Facilities within MUD 55 that occur after the Conveyance Effective Date will be conveyed to the City for ownership and operation upon completion and acceptance by the City of the same pursuant to a Utility Conveyance, the form of which is attached hereto as Exhibit C, along with any related land conveyances pursuant to the Deed(s), the form of which is attached hereto as Exhibit D, and any related Assignment(s)

of Easement, the form of which is attached hereto as Exhibit E. Capacity in such expansions shall be reserved to MUD 55 and MUD 57, as applicable, as provided for in Section III, and shall thereafter be included in Reserved Water Capacity, Reserved Wastewater Capacity, or Reserved Lift Station Capacity.

VIII. Construction of Permanent Wastewater Treatment Capacity. Notwithstanding any agreements by the parties to the contrary, including, without limitation, any provisions of the Financing Agreement, MUD 55 will be required to replace its existing temporary wastewater treatment plant capacity with a permanent wastewater treatment plant, as further described below (the "Permanent Wastewater Treatment Plant"). Below are the capacities for the Temporary WWTP:

Facility	Capacity
WWTP Phase 1	0.16 mgd
WWTP Phase 2	0.16 mgd
WWTP Phase 3	0.16 mgd
Total	0.48 mgd

The City and MUD 55 agree that the Temporary WWTP will be replaced with equal capacity in a Permanent Wastewater Treatment Plant on or before December 31, 2040; provided, however, that MUD 55 may elect to replace the Temporary WWTP with capacity greater than 0.48 mgd in a Permanent Wastewater Treatment Plant at its sole cost and expense. Notwithstanding the previous sentence, if the City reasonably determines in consultation with the City's operator and MUD 55's engineer that the Temporary WWTP is nearing the end of its useful life and must be replaced earlier than December 31, 2040 due to no failure of the City to adhere to the requirements set forth in Article IV above, then the City shall designate a replacement date (such replacement date or December 31, 2040, as applicable, being referred to herein as the "Replacement Date"). Additionally, MUD 55 can, at any time, proceed with the design and construction of the Permanent Wastewater Treatment Plant if MUD 55 reasonably determines in consultation with its engineer and financial advisor that such expansion would be advantageous to MUD 55.

Not later than twenty-four (24) months prior to the Replacement Date, the City shall give MUD 55 written notice or MUD 55 shall give the City written notice (each a "Notice") of its intent to begin design of the Permanent Wastewater Treatment Plant, together with the costs of design and construction as estimated by the City's engineer or MUD 55's engineer, respectively. MUD 55 will then, on its schedule, proceed with the design and construction of the Permanent Wastewater Treatment Plant with the intention of having the permanent capacity completed prior to the Replacement Date. The City may include additional capacity in the Permanent Wastewater Treatment Plant, in which case MUD 55 shall only be responsible for paying its pro-rata share (i.e., the percentage derived by dividing MUD 55's capacity in the Permanent Wastewater Treatment Plant

by the total capacity in the Permanent Wastewater Treatment Plant). The City agrees to cooperate fully with MUD 55 in the issuance of bonds by MUD 55 to finance the Permanent Wastewater Treatment Plant.

Should MUD 55 fail to commence design of the Permanent Wastewater Treatment Plant within ninety (90) days of receipt of Notice from the City, then the City can require MUD 55 to deposit with the City 100% of its pro rata share of the estimated costs to design the Permanent Wastewater Treatment Plant, and the City can commence design and construction. Should the City elect to construct the Permanent Wastewater Treatment Plant, then, not later than 10 business days after the receipt of bids for the Permanent Wastewater Treatment Plant, the City shall provide written notice to MUD 55, including a tabulation of all bid results, and specifying the identified contractor and the contract price. MUD 55 agrees to deposit any necessary additional funds for its proportionate share of the contract price with the City within 180 calendar days of receipt of the bid tabulation. The City agrees to deposit such funds into a designated fund to be accounted for separately. All moneys on deposit in such fund, including any interest earned thereon, shall be used only to pay the contract price. Notwithstanding the foregoing, MUD 55 may send a written request to the City requesting additional time to construct the Permanent Wastewater Treatment Plant due to unforeseen circumstances, which request must be approved or denied by the City.

If the Permanent Wastewater Treatment Plant is designed and constructed by the City pursuant to the immediately preceding paragraph, upon completion of the construction of the Permanent Wastewater Treatment Plant, the City will perform a final accounting of the costs of the design and construction of the project and provide the accounting to MUD 55. If MUD 55's share of the total costs of the project exceeds its deposit, then the City shall invoice MUD 55 for such respective shortfall, which MUD 55 shall pay within 45 days of receipt of the invoice. If the accounting shows that MUD 55 overpaid, the City shall refund such overpayment to MUD 55 within 45 days of the final accounting.

Notwithstanding anything to the contrary set forth herein:

A. In the event that the City fails to comply, through action or inaction, with the rules set forth in Title 30 Texas Administrative Code ("TAC") Chapter 293, Subchapter E in the design and/or construction of a Permanent Phase, including, without limitation, the sizing of any Permanent Phase or re-rating of any portion of the Permanent Wastewater Treatment Plant, that results in MUD 55 being unable, through no fault of its own, to obtain TCEQ approval to issue bonds or Texas Attorney General approval to close on such bonds to finance a Permanent Phase, MUD 55 shall be under no obligation to issue such bonds pursuant to this Section VIII or such issuance will be delayed until the issue is resolved. Notwithstanding the foregoing, if an issue arises that could prevent MUD 55 from

issuing bonds, MUD 55 agrees to work diligently with the City to find a solution that enables the issuance of bonds. Additionally, MUD 55 agrees to notify the City in writing during the design of a Permanent Phase if any City action or inaction may jeopardize MUD 55's ability to obtain TCEQ approval to issue the bonds and Texas Attorney General approval to close on such bonds to finance a Permanent Phase.

B. The City understands MUD 55 has and will issue tax exempt bonds to finance the Facilities. Within thirty (30) days of notification of an audit of any series of bonds issued by MUD 55 by the United States Internal Revenue Service (the "IRS"), MUD 55 shall send written notice to the City of such audit and the City agrees to cooperate fully with MUD 55 in responding timely to any questions or requests for documentation or inspections from the IRS.

IX. Annual Payments. In consideration of the conveyance of the Facilities by MUD 55 to the City and the ongoing financial obligations of MUD 55, the City shall make an annual payment to MUD 55 (the "Annual Payment"). The Annual Payments shall be made on January 1 for each of the years set forth below:

Year Due	Annual Payment Amount
2027	\$150,000
2028	\$150,000
2029	\$150,000
2030	\$150,000
2031	\$150,000

The Annual Payment shall be used by MUD 55 only for purposes allowed under Chapters 49 and 54, Texas Local Government Code.

The initial Annual Payment shall be paid by the City to MUD 55 no later than January 1, 2027, and each subsequent Annual Payment shall be paid by the City to MUD 55 each January 1 thereafter (January 1 of each year from 2027 through 2031 is referred to herein as the "Payment Date"). Each Annual Payment that is not paid on or before the Payment Date shall be delinquent and shall incur interest at the rate of one percent (1%) of the amount of the Annual Payment per month, for each month or portion thereof during which the Annual Payment remains unpaid. The City and MUD 55 shall maintain proper books, records and accounts as required by State law.

Additionally, upon the conveyance of the Facilities, MUD 55 is entitled to retain any tap fees collected pursuant to MUD 55's Amended Rate Order and Regulations Governing Water and Sanitary Sewer Lines and Connections, effective July 11, 2024, and as may be amended from time to time, less the City's cost of installation, which is not to

exceed \$130.00 per ESFC. Should any taps be installed after the Conveyance Effective Date, the City agrees that it will, within thirty (30) days of receipt of such tap fee, remit the portion of the tap fee attributable to MUD 55.

X. Impact Fees. Impact fees will not be charged against MUD 55, GR-M1, Ltd., or any property owner in MUD 55, including any property annexed into the boundaries of MUD 55 with the consent of the City after the Effective Date of this Agreement.

XI. Bond Issuances. MUD 55 agrees to sell its unlimited tax bonds to finance its portion of the Permanent Wastewater Treatment Plant(s), including any Permanent Phase, subject to the provisions of Section VIII above and the approval of the TCEQ and the Texas Attorney General.

XII. Service Beyond the Boundaries of MUD 55. The City shall provide at least sixty (60) days' notice to MUD 55 if, prior to final build-out within MUD 55, the Facilities will be extended to serve any real property located out of the MUD 55 boundaries. Such notice shall include an estimate of the number of ESFCs of water and wastewater capacity in the Facilities that will be utilized by such real property.

XIII. City of Alvin Interlocal Agreement. The City agrees to negotiate the terms of an Interlocal Agreement with the City of Alvin, Texas in good faith, with the goal of entering into the agreement no later than the Conveyance Effective Date, regarding the area within MUD 55 that is located within the City of Alvin's corporate boundaries. The Interlocal Agreement, if entered into, shall provide in part that the City has jurisdiction over all zoning, platting, and land use matters in the area shown on Exhibit G attached hereto. Failure to enter into such an agreement with the City of Alvin shall not constitute a breach of this Agreement.

XIV. Facility Conveyance Agreement with MUD 57. Concurrently with the approval of this Agreement, the City agrees to negotiate in good faith and to enter into a utility agreement with MUD 57 on terms and conditions acceptable to the City and MUD 57.

XVII. Access to City. MUD 55 agrees to provide access to the City to extend that certain water line from the stadium towards the old Iowa Colony City Hall for future use as needed, subject to MUD 55 engineer approval, which shall not be unreasonably withheld, conditioned, or delayed. It is understood and agreed by the parties that MUD 55 property will need to be restored to pre-construction condition or better.

XVIII. General Provisions.

A. 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.

- B. 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.
- C. 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.

- D. 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.
- E. Reservation of rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws.
- F. Further documents. The parties agree that at any time after execution of this Agreement, they will, upon request of another party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to carry out the terms of this Agreement.
- G. Incorporation of exhibits and other documents by reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.
- H. Effect of State and Federal laws. Notwithstanding any other provision of this Agreement, MUD 55 shall comply with all applicable statutes or regulations of the United States and the State of Texas, as well as any City ordinances or rules implementing such statutes or regulations, and such City ordinances or rules shall not be deemed a breach or default under this Agreement.
- I. 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.
- J. Non-Disparagement. The City and MUD 55 each agree that neither it nor any of its directors, consultants, elected officials, representatives, agents, or employees, or affiliates shall, directly or indirectly, make, publish, or communicate to any person or entity any disparaging, defamatory, or negative remarks, comments, or statements about the other party, its business, directors, consultants, elected officials, representatives, agents, or employees, whether in written, oral, or electronic form, including but not limited to social media, posts on websites, public forums, or professional

networks, with regard to the negotiations of the terms of this Agreement, the conveyance of the Facilities, or the provision of and charges for water and sewer service by the City or MUD 55. The City shall, within fifteen (15) days after approval of this Agreement by both parties, remove all posts and documents from its website pertaining to MUD 55 and concerning the matters covered by this subsection, but may keep the document entitled "Transition from MUD 55 to City-Operated System" on the City's website. Further, the City may post on its website any factual information regarding the conveyance of the Facilities without expressing an opinion with regard to such conveyance. MUD 55 acknowledges that it does not have a website.

This restriction shall not apply to truthful statements required by law, subpoena, or legal process, nor shall it prevent either party from making internal assessments or communications in the ordinary course of business that are not intended for public disclosure. Further, notwithstanding anything contrary to this Agreement, MUD 55 may inform its customers about the implementation of the Surcharge Fees pursuant to this Agreement without expressing an opinion with regard to the Surcharge Fees.

[EXECUTION PAGES FOLLOW]

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

Exhibit A

Description of Water Plant Site

Exhibit B

Description of WWTP Site

Exhibit C

FORM OF UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS
COUNTY Of BRAZORIA §

Brazoria County Municipal Utility District No. 55 (the "District") has constructed and installed certain improvements, structures, and facilities designed to provide water and wastewater to serve areas within the District's boundaries and the boundaries of the City of Iowa Colony, Texas (the "City"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District does hereby convey, transfer, and deliver to the City, its successors and assigns those certain facilities described as follows:

Those certain facilities constructed to date by the District pursuant to the construction contract with _____ which facilities are located within the boundaries of the District, and together with any improvements, structures, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby (the "Facilities").

The District hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities.

The District is conveying the Facilities to the City pursuant to the Facility Conveyance Agreement dated _____, 2025 between the City and the District (the "Facility Conveyance Agreement"). The District and the City agree that while the Facilities will be incorporated into the City's system, capacity created by the Facilities shall be reserved the District to the extent described in the Facility Conveyance Agreement.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with and subject to the terms of the Facility Conveyance Agreement.

IN WITNESS WHEREOF, this conveyance is executed on this _____
day of _____, 2025.

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 55

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of
_____, 2025, by _____ as President and
_____ as Secretary of the Board of Directors of Brazoria County
Municipal Utility District No. 55, a political subdivision of the State of Texas, on
behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

In accordance with the _____ Agreement, the City of Iowa Colony, Texas hereby accepts this Utility Conveyance and Security Agreement on this _____ day of _____, 2025.

CITY OF IOWA COLONY

By: _____
City Manager

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____ as _____ of the City of Iowa Colony, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

AFTER RECORDING RETURN TO: Brazoria County Municipal Utility District No. 55, Attn: Katie Sherborne; c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

Exhibit D

FORM OF ASSIGNMENT OF DEED

**SPECIAL WARRANTY DEED
(Water Plant, Wastewater Treatment Plant, and Lift Station Sites)**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF BRAZORIA §

THAT **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55**, a political subdivision of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the **CITY OF IOWA COLONY, TEXAS**, a municipal corporation and a home rule city of the State of Texas, its successors and assigns ("Grantee"), all of those _____ certain tracts of real property situated in Brazoria County, Texas, together with all rights, titles, and interests appurtenant thereto and any and all improvements situated thereon (collectively, the "Property"), being more particularly described as follows:

_____ acres located in Brazoria County, Texas, as more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "_____ Acre Tract");

_____ acres located in Brazoria County, Texas, as more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes (the "_____ Acre Tract"); and

_____ acres located in Brazoria County, Texas, as more particularly described in **Exhibit C** attached hereto and incorporated herein for all purposes (the "_____ Acre Tract").

GRANTEE IS TAKING POSSESSION OF THE PROPERTY ON AN "AS-IS" "WHERE-IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED OF ANY KIND OR NATURE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES, OR REGULATIONS, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, CONSERVATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE CLEAN AIR ACT, THE TEXAS NATURAL RESOURCES CODE, THE TEXAS WATER CODE, THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, THE SO-CALLED FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPERLIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO, OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES; OR (G) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. FOR PURPOSES HEREIN, THE TERM "HAZARDOUS SUBSTANCES" SHALL MEAN AND INCLUDE, WITHOUT LIMITATION, THOSE ELEMENTS OR COMPOUNDS WHICH ARE CONTAINED ON THE LIST OF HAZARDOUS SUBSTANCES ADOPTED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND THE LIST OF TOXIC POLLUTANTS DESIGNATED BY CONGRESS OR THE ENVIRONMENTAL PROTECTION AGENCY OR UNDER ANY HAZARDOUS SUBSTANCE LAWS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES

THAT GRANTEE HAS INSPECTED THE PROPERTY, GRANTEE IS TAKING POSSESSION OF THE PROPERTY PURSUANT TO GRANTEE'S INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY, AND GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND DETERMINATION OF THE VALUE OF THE PROPERTY AND USES FOR WHICH THE PROPERTY MAY BE CONDUCTED AND NOT PURSUANT TO ANY INFORMATION PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF ANY SUCH INFORMATION, AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION.

This Special Warranty Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record in Brazoria County, Texas, to the extent the same are validly existing and applicable to the Property (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

Grantee's address is _____.

[Signature page follows this page.]

EXECUTED this ____ day of _____, 2026.

GRANTOR:

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 55

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____ as President and _____ as Secretary of the Board of Directors of Brazoria County Municipal Utility District No. 55, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

GRANTEE:

CITY OF IOWA COLONY

By: _____
City Manager

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____ as _____ of the City of Iowa Colony, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

Attachments:

Exhibit A – Description of the _____ Acre Tract

Exhibit B – Description of the _____ Acre Tract

After recording, please return to:

Allen Boone Humphries Robinson LLP

3200 Southwest Freeway, Suite 2600

Houston, Texas 77027

Attention: Real Estate Department

Exhibit E

FORM OF ASSIGNMENT OF EASEMENT

ASSIGNMENT OF _____ EASEMENT
(_____ Acre)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF BRAZORIA §

This Assignment of _____ Easement (_____ Acre) (this "Assignment") is entered into effective as of this ____ day of _____, 2026 (the "Effective Date"), by and between **BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 55**, a political subdivision of the State of Texas ("Assignor"), and the **CITY OF IOWA COLONY, TEXAS**, a municipal corporation and home rule city of the State of Texas, and its successors and assigns (collectively, "Assignee").

RECITALS

A. Pursuant to that certain _____ Easement (_____ Acre) dated _____, recorded under Clerk's File No. _____ in the Official Public Records of Brazoria County Texas (the "_____ Easement"), _____, a _____, conveyed to Assignor, a permanent and perpetual non-exclusive easement and right-of-way (the "Easement"), for the laying, construction, installation, maintenance, repair, relocation, replacement, removal, modification and operation of _____ and all related connections and appurtenances, across, along, under, over, upon and through that certain tract of land located in Brazoria County, Texas, containing _____ acre, as more particularly described in and shown under the _____ Easement.

B. Assignor, as the current holder of the Easement, desires to assign to Assignee the Easement and all of Assignor's rights, titles, and interests in, to, and under the _____ Easement, and Assignee desires to accept such assignment and assume the obligations of Assignor thereunder.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment by Assignor.** As of the Effective Date, Assignor has ASSIGNED, SOLD, AND CONVEYED and by these presents does ASSIGN, SELL, AND CONVEY unto Assignee, the Easement and all of Assignor's rights, titles, and interests in, to and under the _____ Easement.

2. **Assumption by Assignee.** Assignee hereby accepts such assignment and assumes and agrees to observe and perform all of the obligations and duties of Assignor under the Water Line Easement arising from and after the Effective Date of this Assignment.

3. **Multiple Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

4. **Assignee's Address.** Assignee's address is _____.

TO HAVE AND TO HOLD, subject to the provisions hereof, the Easement and all of Assignor's rights, titles, and interests in, to and under the _____ Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto Assignee.

[Signature pages follow this page.]

EXECUTED by Assignor on the date set forth in the acknowledgment below, but EFFECTIVE as of the Effective Date.

ASSIGNOR:

BRAZORIA COUNTY MUNICIPAL
UTILITY DISTRICT NO. 55

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____ as President and _____ as Secretary of the Board of Directors of Brazoria County Municipal Utility District No. 55, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public, State of Texas

(NOTARY SEAL)

ASSIGNEE:

CITY OF IOWA COLONY

By: _____
City Manager

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____ as _____ of the City of Iowa Colony, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

EXECUTED, AGREED to, and ACCEPTED by Assignee on the date set forth in the acknowledgment below, but EFFECTIVE as of the Effective Date.

After recording, please return to:
Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Real Estate Department

Exhibit F

FORM OF ASSIGNMENT AND ACCEPTANCE OF AGREEMENTS

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **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 Texas, and operating under the provisions of Chapters 49 and 54, Texas Water Code, as amended (the "Assignor") hereby assigns all its rights, obligations, title and interests in and to the following agreements ("Agreements")

Joint Facilities and Interconnect Agreement, dated August 11, 2024, between Assignor and Brazoria County Municipal Utility District No. 57, attached as Exhibit A.

Second Amended and Restated Interconnect Agreement, dated April 11, 2019, as amended, between Assignor and Brazoria County Municipal Utility District No. 56, attached as Exhibit B.

Access and Use Agreement, dated January 16, 2020, between Assignor and Meridiana Maintenance, LLC, attached as Exhibit C.

to the **CITY OF IOWA COLONY, TEXAS**, a municipal corporation and home rule city of the State of Texas (the "City") to be effective as of _____, 2025 (the "Effective Date").

By execution of this Assignment and Acceptance, and except as otherwise limited by the terms of assignment, Assignee hereby accepts such assignment and assumes all of Assignor's rights, obligations, title, and interests in and to said Agreements, and Assignee agrees to the terms and conditions of said Agreements.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the Effective Date.

CITY OF IOWA COLONY, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary

BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 55

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

Exhibit G

Description of Land for Interlocal Agreement with the City of Alvin