

New Business Item No. 6

6. **CONSIDERATION AND POSSIBLE ACTION – RESOLUTION NO. R2011-127** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN AMENDED AND RESTATED EMERGENCY WATER SUPPLY CONTRACT. *Mr. Darrin Coker, City Attorney.*

**AGENDA REQUEST
BUSINESS OF THE CITY COUNCIL
CITY OF PEARLAND, TEXAS**

AGENDA OF: 10-10-11	ITEM NO.: Resolution No. R2011-127
DATE SUBMITTED: 10-3-11	DEPARTMENT OF ORIGIN: Legal
PREPARED BY: Darrin Coker	PRESENTOR: Darrin Coker
REVIEWED BY: NA	REVIEW DATE: NA
SUBJECT: Amended Emergency water Supply Contract	
EXHIBITS: R2011-127 Silverlake Subdivision	
EXPENDITURE REQUIRED: AMOUNT AVAILABLE: ACCOUNT NO.:	AMOUNT BUDGETED: PROJECT NO.:
ADDITIONAL APPROPRIATION REQUIRED: ACCOUNT NO.:	
PROJECT NO.:	
To be completed by Department: <input type="checkbox"/> Finance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution	

EXECUTIVE SUMMARY

In 2004, Mud's 1, 2, 3 and 6 entered into an Emergency water Supply Contract with Mud 25 (South Fork Subdivision in Manvel's ETJ). The TCEQ requires Mud 25 to have a second source of water supply as a standby source in the event the primary source fails. The 2004 contract was intended to meet the needs of the parties by maintaining compliance with the TCEQ guidelines. When the City annexed Mud 1 it stepped into the shoes of Mud 1, and became a party to the original agreement. The agreement addressed the following issues: Point of Delivery; Installation of Equipment; Ownership and Maintenance of Equipment; Price; Billing; and Payment. The substantive changes made to the amended agreement are as follows:

- Inclusion of the City as a party to the agreement (throughout the agreement)
- Authority to inspect equipment and require MUD 25 to correct any deficiencies (Section 2.02)
- Mud 25 assumes responsibility for meter testing and calibration (Section 2.03)

- Price for water increased from \$2.00 to \$3.00 per 1,000 gallons (Section 3.04)
- Pumpage and/or groundwater fees will be billed to Mud 25 if it is a receiving party under the agreement (Section 3.04)
- Mud 25 will not be allowed to sell water obtained through the agreement to users outside the its boundaries (Section 4.05)

RESOLUTION NO. R2011-127

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEARLAND,
TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO
ENTER INTO AN AMENDED AND RESTATED EMERGENCY WATER
SUPPLY CONTRACT.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEARLAND, TEXAS:

Section 1. That certain Amended and Restated Emergency Water Supply Contract by and between the City of Pearland, Brazoria County Municipal District No. 2, Brazoria County Municipal District No. 3, Brazoria County Municipal District No. 6 and Brazoria County Municipal Utility District No. 25, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

Section 2. That the City Manager or his designee is hereby authorized to execute and the City Secretary to attest an Amended and Restated Emergency Water Supply Contract.

PASSED, APPROVED and ADOPTED this the _____ day of _____,
A.D., 2011.

TOM REID
MAYOR

ATTEST:

YOUNG LORFING, TRMC
CITY SECRETARY

APPROVED AS TO FORM:

DARRIN M. COKER
CITY ATTORNEY

**AMENDED AND RESTATED
EMERGENCY WATER SUPPLY CONTRACT**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This Emergency Water Supply Contract (herein the "Contract"), entered into as of the ____ day of _____, 2011, by and between BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 25 ("MUD 25"), a body politic and corporate and governmental agency of the State of Texas, BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 6 ("MUD 6"), and the CITY OF PEARLAND ("COP"), formerly BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, on behalf of itself and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 2 ("MUD 2"), and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 3 ("MUD 3") (collectively, including COP, the "Districts").

WITNESSETH:

RECITALS

Under certain conditions, the rules and regulations of the Texas Commission on Environmental Quality (hereinafter referred to as the "TCEQ") require a second source of water supply to serve as a standby source in the event the primary source of supply fails. The object of the parties hereto in executing this Contract is to satisfy those rules and regulations in the most economical and feasible manner.

WHEREAS, the Districts desire to enter into this Contract and to establish the terms and conditions pursuant to which emergency water supply will be provided and each represents that it has the authority to enter into this Contract; and

WHEREAS, at this time the Districts believe it is in their best interests to amend and restate that certain contract entered into between the Districts on September 2, 2004. The Districts now recognize MUD 2 as the District that is the managing District for which the joint water facilities provide regular water service for MUD 6, COP, MUD 3 and MUD 2. NOW, THEREFORE,

The parties to this Contract have determined that they are authorized to enter into this Contract by the Constitution and laws of the State of Texas, particularly Chapters 49 and 54, Texas Water Code, as amended.

AGREEMENT

For and in consideration of the premises and the mutual obligations, covenants, and benefits hereinafter set forth, MUD 25, COP, MUD 2, MUD 3, and MUD 6 contract and agree as follows:

ARTICLE I

Section 1.01 Definitions. Unless the context requires otherwise, the following terms and phrases used in this Contract shall have meanings as follows:

“Emergency” shall mean a mechanical or electrical failure causing loss in productive capacity of either Party’s water plant or any act of nature which results in either party being unable to produce or supply water adequately and safely to its customers, or a fire occurring in either party’s water supply system area. “Emergency” shall also include a planned and mutually agreed upon shut down of a water well or water plant for repairs, inspections, improvements and/or maintenance.

“Point of Delivery” shall mean the actual point of connection between the MUD 25 System and the MUD 6 System as approved by the Water Plant Engineer installed to serve as an interconnect for the parties during an Emergency.

“Temporary Period” shall mean a maximum period of 14 days unless otherwise agreed in writing by the parties.

“Water” shall mean potable water meeting the minimum drinking standards prescribed by the TCEQ and the Environmental Protection Agency.

“Water Plant Engineer” shall mean the MUD 2 Engineer, Jones & Carter, Inc., who was designated as the Water Plant Engineer under the Terms and Conditions of the Restated Joint Water Facilities Contract between COP, MUD 2, MUD 3, and MUD 6.

ARTICLE II

TESTING OF FACILITIES

Section 2.01 Point of Delivery. The Point of Delivery for Water sold under this Contract has been located at the physical point of connection to MUD 6’s System at the Point of Delivery. The connecting waterline is a 12” line and the interconnect equipment will be a manual system whereby Water shall flow from one system to the other when the required valve is opened manually. The interconnect equipment will now include a two way flow meter, which must be approved by the Water Plant Engineer. The Point of Delivery is shown on Exhibit “A” attached hereto and made a part hereof.

Section 2.02 Installation of Interconnect Equipment. MUD 25 shall be responsible for all matters incidental or necessary to the installation of all necessary interconnect equipment. All costs incurred in acquiring and installing such interconnect equipment will be the sole responsibility of MUD 25. The design and construction of the interconnect line and equipment shall be in accordance with the requirements of all governmental entities having jurisdiction over plans for public water systems. The parties agree that a two-way flow meter shall be required at this time. The costs of the meter, the cost of its installation and its maintenance and testing shall be the sole responsibility of MUD 25.

The Water Plant Engineer shall review the plans and specifications for the interconnect line, the valve, the meter, and all related equipment and shall make an on-sight inspection of the same to confirm that all facilities are duly approved and operating properly. MUD 25 will correct any deficiencies in the interconnect equipment found by the Water Plant Engineer within 30 days of notification of deficiencies.

Section 2.03 Interconnect, Equipment, Ownership, Maintenance and Title to Water. There will be located at the point of interconnection a valve and lock box controlling the flow of Water from MUD 6 to MUD 25 and from MUD 25 to MUD 6. The operator for MUD 2, MUD 25, and MUD 6 shall each have a key to the lock box and must notify the other whenever the valve is proposed to be opened. In non-Emergency situations, the valve shall remain closed. COP, MUD 2, MUD 3, and MUD 6 will have title to, possession and control of all Water on the MUD 6 side of the interconnect equipment and MUD 25 will have title to, possession and control of Water on their side. Each district will be solely responsible for the maintenance and repair of the water lines on their side of the interconnect equipment.

MUD 25 shall be responsible for routine maintenance of the valve, meter and lock box. All costs of repair and maintenance shall be borne by MUD 25. MUD 25 shall be responsible for having the meter tested annually on or before August 1 to ensure the meter's accuracy is within $\pm 5\%$. If the accuracy is found to be less than $\pm 5\%$, MUD 25 shall be responsible for having the meter calibrated. Copies of the annual test reports shall be provided to the Water Plant Engineer. The Water Plant Engineer shall make an annual inspection of the interconnect, the valve, the meter and lock box and shall report to all parties the condition of the facilities and his recommendations for repairs or replacements.

COP and MUDs 2, 3 and 6 shall have no responsibility for the costs of operation and maintenance of the valve and lock box provided however, that if the COP and MUDs 2, 3 and 6 ever use water on an Emergency basis, the Water Plant Engineer will make a reasonable assessment of a pro rata share of operations and maintenance costs for that year only.

ARTICLE III
DELIVERY OF WATER, PRICE, BILLING, AND PAYMENT

Section 3.01 Emergency Supply. During an Emergency, the party whose Water plant has failed or is otherwise inoperative will be supplied Water by the other party on the terms and conditions set forth herein.

Section 3.02 Calculation of Quantity. Water usage shall be calculated based on the metered usage. MUD 2 will be responsible for reading the meter monthly.

In the event the meter is non-operational or found to be outside the accuracy limits, water usage by either party during an Emergency shall be calculated as follows: for each month in which Water is supplied, the supplying party shall use the total metered gallons of Water produced by the supplying party and deduct five percent (5%) from that total for routine non-billable usage. From this reduced production figure, the supplying party shall deduct the actual gallons of Water billed by the supplying party to its customers and the result will give the total number of gallons of Water used by the receiving party.

Section 3.03 Priority to Serve its Customers. Neither party shall ever be obligated to provide Water service to the other party where the Board of Directors of the other party determines, in its sole discretion, that providing such service would impair or jeopardize service to its customers. The parties agree that each party's priority is to first serve customers within its boundaries and within the boundaries of any other entity they serve.

Section 3.04 Price. During the first year of this Contract, the price to be paid for Water delivered pursuant to this Contract shall be \$2.00 per 1,000 gallons of Water provided. If Water is provided beyond the Temporary Period, such rate shall automatically increase to \$3.00 per 1,000 gallons following the last day of the Temporary Period. The parties agree that, in the event any groundwater pumpage fees, surface water usage fees, disincentive fees and/or other fees or charges are incurred by the supplying District or Districts in connection with supplying Water under this Contract, such fees and/or charges shall be billed to the receiving District or Districts in addition to all other charges assessed hereunder; provided, however, that should the interconnect be used to provide services to MUD 25 and the supplying Districts incur differing fees and/or charges in order to provide said service, the parties agree that the highest rate of fees and/or charges incurred by any one supplying District shall be billed to MUD 25 at such rate, in addition to all other charges assessed hereunder. All parties recognize that the cost of producing and delivering the Water is subject to increase during the term of this Contract, and, therefore, the price to be paid for Water delivered pursuant to this Contract shall be negotiated annually in advance of

the day and month of execution of this Contract. In the event the parties are unable to agree upon a price to be paid for Water delivered within 30 days after the end of each 12-month period following the execution of this Contract, then either party may notify the other of its intention to declare this Contract null and void, and if an agreement on the price to be paid is not reached within 30 days of said notice, this Contract shall thereafter be void.

Section 3.05. Billing and Payment. Each party shall render a bill to the other, or its designated representatives, on or before the 19th day of each month for Water supplied during the preceding calendar month and such bill shall be due and payable 30 days after such bill is deposited into the United States mail properly stamped and addressed. If either party fails to pay for Water delivered hereunder or pay for a repair bill owed to the other party hereunder when such payment is due, such party shall pay interest on its past due obligation, accruing from the due date, at the rate of ten percent (10%) per annum, and shall in addition pay reasonable attorney's fees incurred in the collection thereof. If either party fails to pay any bills on or before their due date, the party entitled to payment shall give notice of such delinquent bills to the other party in writing, and if all such bills due are not paid within 30 days after deposit of such notice in the United States mail, properly stamped and addressed to such party, then the party entitled to payment shall be authorized to initiate legal proceedings for the collection thereof and to pursue any other available legal remedy which may be appropriate, including the right to refuse to supply additional Water during an Emergency until such payment is made in full.

Bills shall be paid promptly upon receipt of an invoice from the party supplying the Water or providing maintenance under the terms of this Contract. If a party fails or refuses to (1) supply the information concerning the Water usage required herein, (2) pay for Water delivered hereunder, or (3) pay for a repair bill owed by a party to the other party hereunder, and such failure to supply said information and/or make payment shall extend for a period in excess of 60 days from the notice and/or demand for payment, the party which has not received information or been paid may, at its option (i) notify said party of its intention to declare this Contract null and void if such information has not been delivered or if payment has not been made within 30 days of the date of said notice or (ii) refuse to supply additional Water until such payment is made in full or such information is received.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.01 Quality of Water. Each party shall use its best efforts to provide Water meeting all applicable Texas and Federal regulations regarding Water quality, including the Safe Drinking Water Act.

EXCEPT AS PROVIDED IN THIS SECTION 4.01, THE PARTIES HERETO MAKE NO WARRANTY EXPRESSED OR IMPLIED, REGARDING THE QUALITY OR DELIVERY PRESSURE OF THE WATER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EACH PARTY HEREBY RELEASES AND DISCHARGES THE OTHER PARTY FROM ANY AND ALL FINES, DEMANDS, JUDGMENTS, LIABILITIES, OR CLAIMS ARISING BY REASON OF OR IN CONNECTION WITH THE DELIVERY OF WATER WHICH MEETS THE REQUIREMENTS OF THIS SECTION 4.01.

Section 4.02 Subject to Law; Backflow Prevention. This Contract shall be subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State of Texas, and any regulatory body having jurisdiction. In order to protect each party's waterworks system, it is specifically agreed that each party's waterworks system shall be constructed and operated to comply with the rules and requirements of the TCEQ, and any other entities with jurisdiction thereover regarding backflow prevention and cross-connections. Should a condition in violation of these requirements be discovered, the responsible party shall promptly cure same.

Section 4.03 Drought Contingency Plan. Emergency water usage under this Contract is subject to compliance with the supplying District's drought contingency plan.

Section 4.04 Inspections. Each party agrees that either party may conduct inspections from time to time to determine that no conditions exist in the other party's waterworks system and connections to its customers' premises which would or might adversely affect a party's waterworks system.

Section 4.05 Sale of Water Outside Boundaries Prohibited. In entering into this Contract, the parties agree that MUD 25 will provide Water service solely to the inhabitants of the District. MUD 25 is forbidden to sell water purchased hereunder to customers outside its boundaries.

Section 4.06 Notice and Consent. Each party shall notify the other immediately after it has opened the valve so as to utilize the Water of the other by telephone or similar method and by giving written notice as prescribed herein. As Water furnished under this Contract is intended to be supplied on an Emergency basis, it is expressly agreed that neither party shall utilize the Water supplied for a period in excess of 72 hours without the written consent of the other party's operator. Any party which has opened the valve shall use due diligence to remedy the Emergency requiring the opening as quickly as possible.

The Operator for MUD 2 is:

Severn Trent Services, Inc.
16337 Park Row
Houston, TX 77084
Attention: Joe Williams
Telephone: 281-578-4264

The Operator for MUD 25 is:

Municipal Operations & Consulting, Inc.
312 Spring Hill, Suite 100
Spring, TX 77386
Attention: Gary Hastings
Telephone: (281) 367-5511

Section 4.07 Simultaneous Emergencies. No party shall be obligated to supply Water pursuant to this Contract if an Emergency exists for that party. Consequently, during a period of simultaneous Emergencies, no party shall be obligated to deliver Water to the others, but may do so pursuant to mutual agreement.

Section 4.08 Force Majeure. If either party should be prevented, wholly or in part, from furnishing Water to the other party under this Contract by reason of any force majeure, including without limitation, acts of God, unavoidable accidents, acts of the public enemy, strikes, riots, floods, fires, government restraint or regulations, breaks in either party's pipelines, power failure, or for any other cause beyond either party's control, then the obligations of that party to deliver Water to the other shall be suspended during the continuance of such force majeure.

No damages shall be recoverable from either party by reason of the suspension of delivery of Water due to any force majeure or other cause specified herein.

Section 4.09 Approval. Whenever this Contract requires or permits approval or consent to be hereafter given by either party, such approval or consent shall be effective without regard to whether such approval or consent is given before or after the time required herein, and the parties agree that no such approval or consent shall be unreasonably withheld. Such approval or consent shall be evidenced by an ordinance or resolution adopted by the governing body of the party or by an appropriate certificate executed by a person, firm, or entity previously authorized to determine and give such approval or consent on behalf of the party pursuant to an ordinance or resolution adopted by the governing body.

Section 4.10 Address and Notice. Unless otherwise provided in this Contract, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience called "Notice") herein provided or permitted to be given, made, or accepted by either party to the other must be in writing and may be given or be served by depositing the same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram, when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinafter above described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three (3) days after it is so deposited. 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 addressed of the parties shall, until changed as hereinafter provided, be as follows:

To MUD 25:

Brazoria County Municipal Utility District No. 25
c/o Allen Boone Humphries LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attention: Timothy Austin
Fax: (713) 860-6612

To COP:

City of Pearland
3519 Liberty Drive
Pearland, TX 77581
Houston, Texas 77057
Attention: City Manager
Fax: (281) 652-1708

To MUD 2:

Brazoria County Municipal Utility District No. 2
c/o Paul A. Philbin & Assoc., PC
6363 Woodway Drive, Suite 725
Houston, Texas 77057
Attention: Paul Philbin
Fax: (713) 783-8812

To MUD 3:

Brazoria County Municipal Utility District No. 3
c/o Paul A. Philbin & Assoc., PC
6363 Woodway Drive, Suite 725
Houston, Texas 77057
Attention: Paul Philbin
Fax: (713) 783-8812

To MUD 6:

Brazoria County Municipal Utility District No. 6
c/o Schwartz Page & Harding, LLP
1600 Post Oak Blvd., Suite 1400
Houston, Texas 77056
Attention: Peter Harding
Fax: (713) 623-4531

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify any other address upon 15 days' written notice to the other party.

Section 4.11 Assignability. This Contract shall bind and benefit the respective parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either party without first obtaining the written consent of the other. It is agreed and understood that upon the full purpose annexation of MUD 2, MUD 3 shall, pursuant to the Restated Joint Water Facilities Agreement, assume MUD 2's position. It is further agreed and understood that upon the full purpose annexation of MUD 3, MUD 6 shall, pursuant to the Restated Joint Facilities Agreement, assume MUD 3's position.

Section 4.12 Regulatory Agencies/Service Limitations. This Contract shall be subject to all present and future valid laws, orders, rules, and regulations which may be applicable by the United States, the State of Texas, or any regulatory agency having jurisdiction. Either party may terminate service to the other party in the event that such service would cause a violation of their respective withdrawal permit or violation of any other rules of the United States, the State of Texas, or any other regulatory agency having jurisdiction. In addition, service to MUD 25 shall also be subject to the pre-existing contracts and obligations between MUD 6 and COP, MUD 2, and MUD 3. COP, MUD 2, and MUD 3 must approve this Contract before it becomes effective.

Section 4.13 Books and Records. Each party to this Contract shall preserve for a period of at least four (4) years from the date of their respective origins, all books,

records, test data, charts and other records pertaining to this Contract. All parties shall have the right, at all reasonable business hours, to inspect such records of the other party to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Contract.

Section 4.14 No Additional Waiver Implied. The failure of either party hereto to insist, in any one or more instances upon performance of any of the terms, covenants, or conditions of this Contract, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

Section 4.15 Entire Contract. This Contract, together with such descriptions, terms and conditions as may be included in the recitals contains the entire Contract between the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior Contracts. There have been and are no contracts, covenants, representations or warranties between the parties other than those expressly stated or provided for herein. Any modifications concerning this instrument shall be of no force and effect unless reduced to writing and signed by all parties hereto.

Section 4.16 Modification. Except as otherwise provided in this Contract, this Contract shall be subject to change or modification, but only with the mutual consent of the governing bodies of the parties hereto.

Section 4.17 Parties in Interest. This Contract shall be for the sole purpose and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third party. Neither party shall ever be subject to any liability in damages to the customers of the other party for any failure to perform its obligations under this Contract.

Section 4.18 No Liability for General Obligations. Nothing in this Contract shall have the effect of causing any party to assume, guarantee or become in any way liable upon any bond, warrant, indebtedness or other obligation of the other parties or to undertake any obligation of such party or the inhabitants or customers of such party. **NO PARTY SHALL HAVE THIRD PARTY LIABILITY TO THE OTHER PARTIES OR ANY CUSTOMER OF SUCH PARTIES AND EACH PARTY SHALL HOLD THE OTHER PARTIES HARMLESS AND FULLY INDEMNIFY SUCH PARTIES FOR ANY AND ALL CLAIMS OR DAMAGES ASSERTED OR MADE BY ANY CUSTOMER OF THE PARTY OR BY ANY OTHER THIRD PARTY DUE TO OR IN ANY WAY RELATED TO THE PARTIES PROVIDING SERVICES HEREUNDER.**

Section 4.19 Remedies. Upon breach of any term of this Contract by any party, the non-breaching parties shall have the right to terminate service, to terminate this Contract and to any other remedies at law.

Section 4.20 Captions. The captions appearing at the first of each numbered section in this Contract are inserted and included solely for convenience and shall never be considered or given any effect in considering this Contract, or any provisions hereof, or in connection with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any question or intent should arise.

Section 4.21 Severability. The provisions of this Contract are severable, and if any provisions or part of this Contract or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such provision or part of this Contract to the persons or circumstances shall not be affected hereby.

Section 4.22 Merger. This Contract embodies the entire understanding between the parties and there are not prior effective representations, warranties, or agreements between the parties.

Section 4.23 Construction of Contract. The parties agree that this Contract shall not be construed in favor of or against either party on the basis that the party did or did not authorize this Contract.

Section 4.24 Term. This Contract shall be in force and effect from the date of execution for a term of five (5) years subject to the termination provisions contained herein.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which shall be deemed an original, effective as of the date first written above.

BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 25

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

CITY OF PEARLAND

Mayor

ATTEST:

City Secretary

(SEAL)

BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 2

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 3

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

BRAZORIA COUNTY MUNICIPAL UTILITY
DISTRICT NO. 6

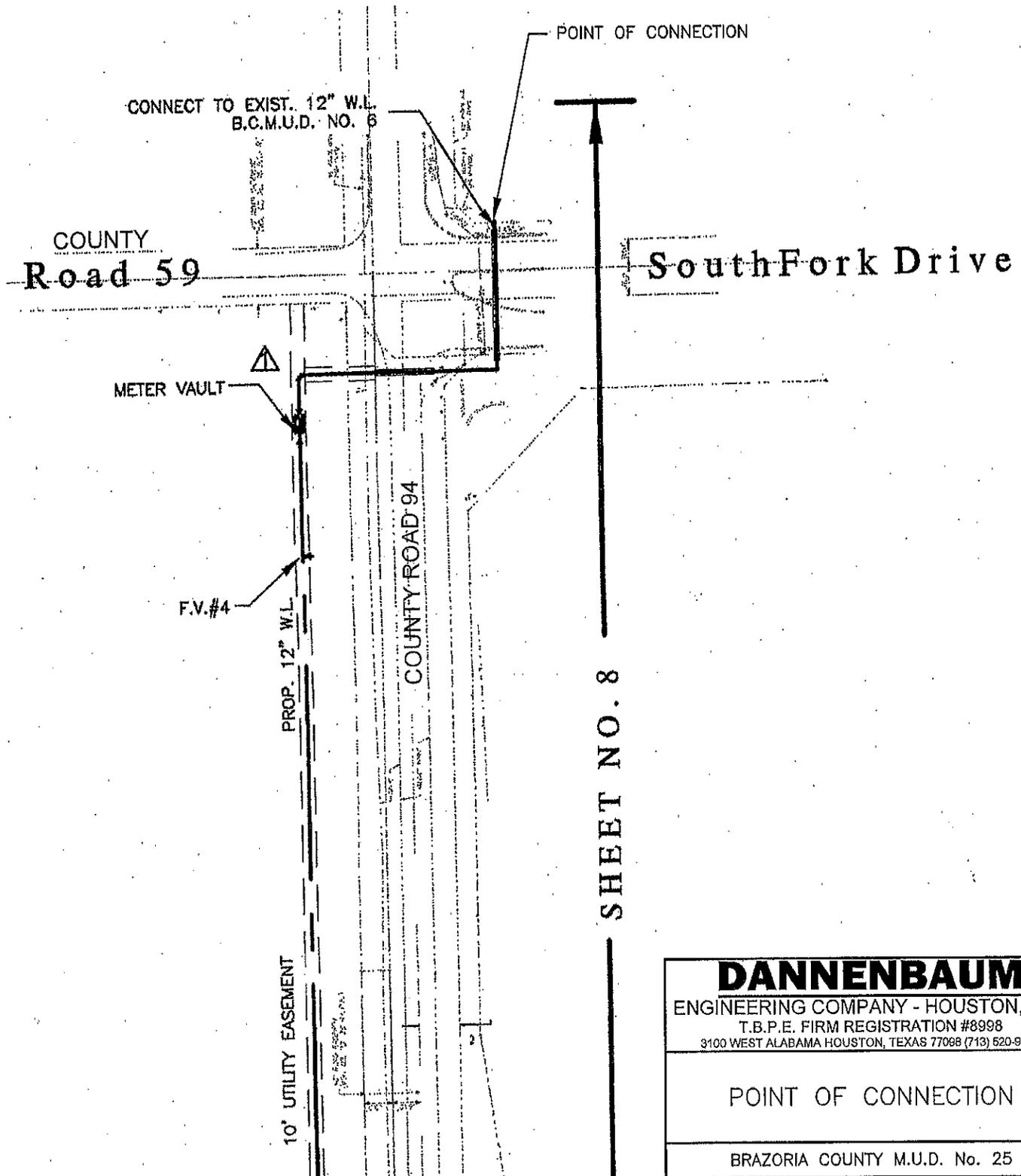
President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

Silverlake Subdivision



DANNENBAUM

ENGINEERING COMPANY - HOUSTON, LLC

T.B.P.E. FIRM REGISTRATION #8998

3100 WEST ALABAMA HOUSTON, TEXAS 77068 (713) 620-9570

POINT OF CONNECTION

BRAZORIA COUNTY M.U.D. No. 25

SCALE: 1" = 100'

OCT. 05, 2011