

## BULK NON POTABLE WATER SUPPLY AGREEMENT

THIS BULK NON-POTABLE WATER SUPPLY AGREEMENT IS ENTERED INTO ON 1-18-26 BY AND BETWEEN SUPPLIER:  
STEPPEES CREEK CONSULTING, LLC, A TEXAS/USA COMPANY WITH ITS PRINCIPAL PLACE OF BUSINESS AT 1502 WACO ST BROWNWOOD TX 76801  
AND PURCHASER Brown County Precinct #4  
Government COMPANY WITH ITS PRINCIPAL PLACE OF BUSINESS AT  
200 S. Broadway Suite 322 Brownwood TX 76801

### 1. PURPOSE

THE SUPPLIER AGREES TO PROVIDE BULK NON-POTABLE WATER TO THE PURCHASER FOR CONSTRUCTION PURPOSES, AND THE PURCHASER AGREES TO PURCHASE BULK NON-POTABLE WATER FROM THE SUPPLIER UNDER THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

### 2. WATER SUPPLY

THE SUPPLIER SHALL MAKE BULK NON-POTABLE WATER AVAILABLE TO THE PURCHASER AT STEPPES CREEK CONSULTING BELLE PLAIN WATER STATION LOCATED AT 2501 BELLE PLAIN, BROWNWOOD TX 76801 THROUGH A 6" OVERHEAD OR 2" HOSE CONNECTION. NO DELIVERY OF WATER BY THE SUPPLIER IS PROVIDED AT THIS TIME: THE PURCHASER IS RESPONSIBLE FOR COLLECTING THE WATER AT THE SUPPLIER'S WATER STATION. THE SUPPLIER WARRANTS THAT THE WATER SUPPLIED SHALL MEET APPLICABLE STANDARDS FOR CONSTRUCTION PURPOSES, INCLUDING TX REGULATIONS FOR NON- POTABLE WATER USED IN CONSTRUCTION. THE WATER IS INTENDED SOLELY FOR CONSTRUCTION PURPOSES, SUCH AS DUST CONTROL, CONCRETE, HORIZONTAL DIRECTIONAL DRILLING, OR SOIL COMPACTION, AND IS NOT SUITABLE FOR HUMAN CONSUMPTION. THE PURCHASER ACKNOWLEDGES IT SHALL NOT USE THE WATER FOR POTABLE PURPOSES OR ANY USE BEYOND CONSTRUCTION WITHOUT PRIOR WRITTEN CONSENT FROM THE SUPPLIER

### 3. PAYMENT TERMS

THE PURCHASER SHALL PAY THE SUPPLIER \$ 15/1000 GALLONS OF NON-POTABLE WATER PER MONTH OR AS AGREED UPON IN WRITING. PAYMENTS SHALL BE DUE UPON RECEIPT FOR THE WATER COLLECTED IN THE PRIOR MONTH. INVOICES SHALL BE SENT TO PURCHASER'S BILLING CONTACT/EMAIL/ADDRESS. **PAYMENTS SHOULD BE MADE PAYABLE TO STEPPES CREEK CONSULTING AND MAILED TO 1502 WACO ST. BROWNWOOD, TX 76801** LATE PAYMENTS SHALL INCUR A LATE FEE PLUS INTEREST ON ALL ACCOUNTS IN ARREARS FOR MORE THAN 30 DAYS FROM DATE OF INVOICING. ANY ACCOUNT IN ARREARS FOR MORE THAN 60 DAYS WILL HAVE ACCOUNT SUSPENDED AND WILL NOT HAVE ACCESS UNTIL ALL DEBTS ARE PAID IN FULL. ALL PAYMENTS SHALL BE MADE BY COMPANY CHECK OR AS AGREED UPON IN WRITING.

### 4. PURCHASER OBLIGATIONS

THE PURCHASER AGREES TO COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS, AND SUPPLIER POLICIES REGARDING THE USE, STORAGE, AND HANDLING OF THE NON-POTABLE WATER SUPPLIED FOR SUPPLIED FOR CONSTRUCTION PURPOSES. THE PURCHASER SHALL NOT USE THE WATER FOR HUMAN CONSUMPTION UNDER ANY CIRCUMSTANCES. THE PURCHASER MUST NOT RESELL THE WATER. THE PURCHASER SHALL MAINTAIN ANY EQUIPMENT OR FACILITIES PROVIDED BY THE SUPPLIER.

### 5. TERMS AND TERMINATION

THIS AGREEMENT SHALL COMMENCE ON THE EFFECTIVE DATE AND CONTINUE FOR A PERIOD OF 1 year.

### 6. LIABILITY AND INDEMNITY

THE SUPPLIER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, CLAIMS, OR LIABILITIES RELATED TO THE NON-POTABLE WATER ONCE THE PURCHASER LEAVES THE SUPPLIER'S WATER STATION. THE PURCHASER SHALL INDEMNIFY AND HOLD HARMLESS THE SUPPLIER FROM ANY CLAIMS ARISING FROM THE PURCHASER'S MISUSE, IMPROPER STORAGE, OR HANDLING OF THE NON-POTABLE WATER, INCLUDING ANY ATTEMPT TO USE THE WATER FOR POTABLE PURPOSES OR NON-CONSTRUCTION ACTIVITIES.

### 7. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ANY DISPUTES SHALL BE RESOLVED IN THE COURTS OF BROWN COUNTY.

### 8. MISCELLANEOUS

THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR AGREEMENTS.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE.

SUPPLIER: STEPPES CREEK CONSULTING, LLC

BY: Dean Clements DATE 1-18-26  
DEAN CLEMENTS, OWNER

PURCHASER: COMPANY NAME: Brown County Precinct #4

BY: Larry Trawick DATE 2-9-26

PURCHASER REPRESENTATIVE NAME: Larry Trawick

February 9, 2026  
(Exhibit #10)



### BULK WATER ACCOUNT APPLICATION

|                                     |                           |
|-------------------------------------|---------------------------|
| COMPANY NAME:                       | Brown County Precinct #4  |
| BILLING ADDRESS:                    | 200 S. Broadway Suite 322 |
|                                     | Brownwood TX 76801        |
| PHONE:                              |                           |
| EMAIL:                              |                           |
| CONTACT FOR ACCOUNTS PAYABLE:       |                           |
| PERSON COMPLETING THIS APPLICATION: |                           |
| TITLE:                              |                           |
| SIGNATURE:                          |                           |

VEHICLE LICENSE PLATE NUMBERS ON WATER TRANSPORT FOR THIS ACCOUNT

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## BULK WATER FILLING STATION REFERENCE GUIDE

ALL COMPANIES MUST HAVE AN APPLICATION ON FILE  
DRIVERS MUST FILL OUT LOAD TICKET FOR EACH FILL AND LEAVE IN DROP BOX.

### HOW TO USE THE STATION

- CUSTOMERS MAY SELECT TO FILL TANKS USING AN OVERHEAD FILL OR A HOSE CONNECTION
  - THE OVERHEAD FILL CONSISTS OF 6" SNORKEL
  - THE HOSE CONNECTION CONSISTS OF A 2" CAMLOCK FITTING, CUSTOMERS THAT UTILIZE THE HOSE CONNECTION WILL BE REQUIRED TO PROVIDE THEIR OWN HOSE AND CONNECTION.
  - ALIGN VEHICLE FOR PROPER FILL, AND DO NOT DRIVE OVER HOSES
- GREEN BUTTON ① →→ START                      RED BUTTON ② →→ STOP

### THINGS YOU SHOULD KNOW

- CUSTOMER ACCOUNTS WILL BE INVOICED MONTHLY FOR ALL WATER PURCHASED AT THE STATION. INVOICES WILL BE EMAILED TO PURCHASER. **PLEASE MAKE CHECKS PAYABLE TO STEPPES CREEK CONSULTING, 1502 WACO ST., BROWNWOOD TX 76801**
- INVOICES WILL INCLUDE ALL CHARGES FOR WATER, PLUS ANY APPLICABLE FEES. FEES COULD INCLUDE DAMAGES, LATE FEE, AND INTEREST. STEPPES CREEK CONSULTING RESERVES THE RIGHT TO IMPOSE A LATE FEE PLUS INTEREST ON ALL ACCOUNTS IN ARREARS FOR MORE THAN 30 DAYS FROM DATE OF INVOICING. ANY ACCOUNT IN ARREARS FOR MORE THAN 60 DAY SHALL HAVE ACCOUNT SUSPENDED AND WILL NOT HAVE ACCESS UNTIL ALL DEBTS ARE PAID.
- BULK WATER RATES ARE \$15 FOR 1000 GALLONS. CUMULATIVE MONTHLY SALES WILL BE ROUNDED TO THE NEAREST 50 GALLON INCREMENT.
- ALL WATER DISPENSED FROM STEPPES CREEK CONSULTING BELLE PLAIN WATER STATION IS RAW UNTREATED WATER. WATER IS NON-POTABLE!!! STEPPES CREEK CONSULTING BELLE PLAIN WATER STATION ASSUMES NO RESPONSIBILITY FOR THE QUALITY OF THE NONPOTABLE BULK RAW WATER SOLD.

**STATION IS LOCATED AT 2501 BELLE PLAIN AND WILL BE OPEN 24 HOURS/DAY, 7 DAYS/WEEK**

THE STATION IS UNDER 24 HOUR SURVEILLANCE. CUSTOMERS SHALL BE RESPONSIBLE FOR ANY DAMAGES DUE TO IMPROPER USE, OR DAMAGES TO PROPERTY BY POOR DRIVING SKILLS.

FOR QUESTIONS RELATED TO ACCOUNTS PLEASE CONTACT  
DEAN CLEMENTS 325-374-8130