

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF GALVESTON

Galveston County Municipal Utility District No. 44 (the "District") has constructed certain improvements, structures, and facilities designed to provide water, wastewater, and drainage to serve areas within the District's boundaries and the boundaries of the City of League City, 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 on behalf of the District pursuant to the construction contract for the Tuscan Lakes Development Southeast Quadrant – Phase One Drainage Improvements (LJA Job No. 1788-0040 (11.3)), which facilities are located inside the boundaries of the District, and together with any improvements, structures, storm sewer mains, 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 constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Agreement by and between the City, the District, and the Johnson Development Corporation (the "Utility Agreement"). Section 1.03 of the Utility Agreement requires that the System (as defined therein) be conveyed to the City for ownership, operation and maintenance, subject to a security interest retained by the District.

The District hereby reserves a security interest in the Facilities, more particularly described in Section 6.01 of the Utility Agreement, to secure the performance of the City's obligations under the Utility Agreement. The District reserves said security interest under Texas law.

The District hereby reserves the full capacity of 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 City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Utility Agreement.

IN WITNESS WHEREOF, this conveyance is executed on this 4 day of February, 2020.

GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 44

By: W.E. White
W.E. White
President, Board of Directors

ATTEST:

By: Terry R. Finkle
Terry R. Finkle
Secretary, Board of Directors

(SEAL)



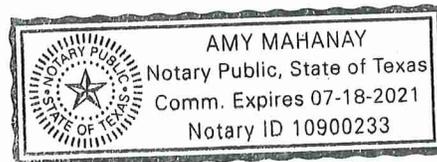
THE STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the 4 day of February, 2020, by W.E. White, as President, and Terry R. Finkle, as Secretary, of the Board of Directors of Galveston County Municipal Utility District No. 44, a political subdivision of the State of Texas, on behalf of said political subdivision.

Amy Mahanay
Notary Public, State of Texas

(NOTARY SEAL)



In accordance with the Utility Agreement, as defined above, and the authorization by City Council of the City of League City, Texas (the "City"), on _____, 2020, the City hereby accepts this Utility Conveyance and Security Agreement on this ____ day of _____, 2020.

CITY OF LEAGUE CITY, TEXAS

Pat Hallisey
Mayor

ATTEST:

Diana Stapp
City Secretary

THE STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the _____ day of _____, 2020, by Pat Hallisey as Mayor of the City of League City, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

AFTER RECORDING RETURN TO:
Smith, Murdaugh, Little & Bonham, L.L.P.
2727 Allen Parkway, Suite 1100
Houston, Texas 77019

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Those certain facilities constructed to date on behalf of the District pursuant to the construction contract for the North Detention Basin to serve The Villages at Tuscan Lakes (LJA Job No. 1549-0602 (11.3)), which facilities are located inside the boundaries of the District, and together with any improvements, structures, storm sewer mains, 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").

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The District hereby reserves the full capacity of the Facilities.

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

IN WITNESS WHEREOF, this conveyance is executed on this 4 day of February, 2020.

GALVESTON COUNTY MUNICIPAL UTILITY DISTRICT NO. 44

By: W.E. White
W.E. White
President, Board of Directors

ATTEST:

By: Terry R. Finkle
Terry R. Finkle
Secretary, Board of Directors



(SEAL)

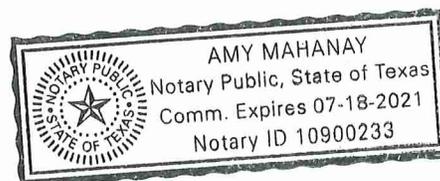
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COUNTY OF GALVESTON

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Amy Mahanay
Notary Public, State of Texas

(NOTARY SEAL)



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CITY OF LEAGUE CITY, TEXAS

Pat Hallisey
Mayor

ATTEST:

Diana Stapp
City Secretary

THE STATE OF TEXAS

COUNTY OF GALVESTON

This instrument was acknowledged before me on the _____ day of _____, 2020, by Pat Hallisey as Mayor of the City of League City, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

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Those certain facilities constructed to date on behalf of the District pursuant to the construction contract for the South Detention Basin to serve The Villages at Tuscan Lakes (LJA Job No. 1549-0601 (11.3)), which facilities are located inside the boundaries of the District, and together with any improvements, structures, storm sewer mains, 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").

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IN WITNESS WHEREOF, this conveyance is executed on this 4 day of February, 2020.

GALVESTON COUNTY MUNICIPAL UTILITY
DISTRICT NO. 44

By: W.E. White
W.E. White
President, Board of Directors

ATTEST:

By: Terry R. Finkle
Terry R. Finkle
Secretary, Board of Directors

(SEAL)



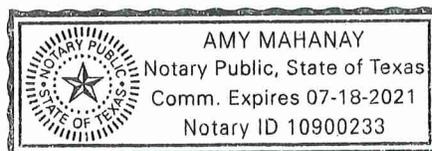
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Amy Mahanay
Notary Public, State of Texas

(NOTARY SEAL)



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CITY OF LEAGUE CITY, TEXAS

Pat Hallisey
Mayor

ATTEST:

Diana Stapp
City Secretary

THE STATE OF TEXAS

COUNTY OF GALVESTON

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Those certain facilities constructed to date on behalf of the District pursuant to the construction contract for the Water, Sanitary Sewer and Drainage Facilities to serve Tuscan Lakes SF 55-1 SE, 55-4 SE and 60-1 SE (LJA Job No. 1788-1055D (11.1)), which facilities are located inside the boundaries of the District, and together with any improvements, structures, storm sewer mains, 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").

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

IN WITNESS WHEREOF, this conveyance is executed on this 2 day of June, 2020.

GALVESTON COUNTY MUNICIPAL UTILITY
DISTRICT NO. 44

By: W E White
W.E. White
President, Board of Directors

ATTEST:

By: Terry R. Finkle
Terry R. Finkle
Secretary, Board of Directors



(SEAL)

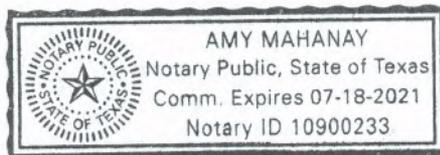
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Amy Mahanay
Notary Public, State of Texas

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City Secretary

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