



City of League City
Received

JUN 28 2024

Office of
City Secretary

HOUSTON
3200 Southwest Freeway,
Suite 2600
Houston, TX 77027
(713) 860-6400

Direct Line: (713) 860-6459
Direct Fax: (713) 860-6659

hpalmer@abhr.com

Hope Palmer
Legal Assistant

June 25, 2024

Ms. Diana Stapp
City Secretary
City of League City
300 W. Walker St.
League City, Texas 77573

Re: Galveston County Municipal Utility District No. 36

Dear Ms. Stapp:

Enclosed please find a Utility Conveyance and Security Agreement for each of the following projects for acceptance by the City of League City (the "City"):

- The water, sanitary sewer, and drainage facilities to serve Westland Ranch Section 4 and Magnolia Bayou Drive; and
- The paving improvements to serve Westland Ranch Section 4 and Magnolia Bayou Drive

Please add acceptance of these Agreements to the City Council agenda for approval as soon as possible. Following acceptance and execution by the City, please return the Agreements to me for recordation.

Should you have any questions, please feel free to call me at the above number.

Sincerely,


Hope Palmer
Legal Assistant

Enclosure

CC without enclosure:

Mr. Kyle Kern, DEC, via email at kyle.kern@decorp.com

1199003

CENTRAL TEXAS
919 Congress Avenue, Suite 1500
Austin, TX 78701
(512) 518-2424

NORTH TEXAS
3100 McKinnon Street, Suite 1100
Dallas, TX 75201
(972) 823-0800

abhr.com

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GALVESTON §

Galveston County Municipal Utility District No. 36 (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 paving improvements to serve Westland Ranch Section 4 and Magnolia Bayou Drive between the District and Northtex Construction LLC in the original amount of \$1,817,994.70 (DEC Job No. 4869-33), 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, and operating rights (collectively, 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 Forestar (USA) Real Estate Group, Inc. (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 14th day of May, 2024.

GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 36

By: [Signature]

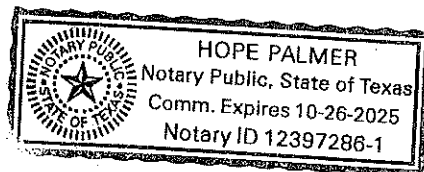
President, Board of Directors

ATTEST:

By: [Signature]
Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the 14th day of May, 2024, by Katie Lee-Faulk as President and Jammie Creek as Secretary of the Board of Directors of Galveston County Municipal Utility District No. 36, a political subdivision of the State of Texas, on behalf of said political subdivision.



[Signature]
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 _____, 2023, the City hereby accepts this Utility Conveyance and Security Agreement on this ____ day of _____, 2024.

CITY OF LEAGUE CITY, TEXAS

Mayor

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____ 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: Hope Palmer, Allen Boone Humphries Robinson
LLP, 3200 Southwest Freeway, Suite 2600, Houston, TX 77027.

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GALVESTON §

Galveston County Municipal Utility District No. 36 (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 water, sanitary sewer, and drainage facilities to serve Westland Ranch Section 4 and Magnolia Bayou Drive between the District and Fellers & Clark L.P. in the original amount of \$ \$1,675,400.00 (DEC Job No. 4869-33), 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, and operating rights (collectively, 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 Forestar (USA) Real Estate Group, Inc. (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.

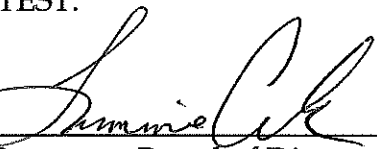
IN WITNESS WHEREOF, this conveyance is executed on this 14th day of May, 2024.

GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 36

By: 

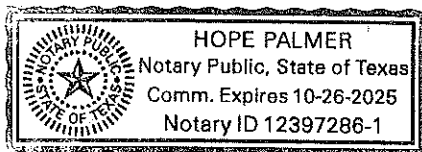
President, Board of Directors

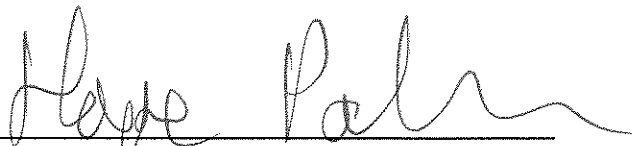
ATTEST:

By: 
Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the 14th day of May, 2024, by Katie Lee-Faulk as President and Tammie Cronk as Secretary of the Board of Directors of Galveston County Municipal Utility District No. 36, 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 Utility Agreement, as defined above, and the authorization by City Council of the City of League City, Texas (the "City") on _____, 2023, the City hereby accepts this Utility Conveyance and Security Agreement on this ____ day of _____, 2024.

CITY OF LEAGUE CITY, TEXAS

Mayor

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____ 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: Hope Palmer, Allen Boone Humphries Robinson
LLP, 3200 Southwest Freeway, Suite 2600, Houston, TX 77027.



HOUSTON
3200 Southwest Freeway,
Suite 2600
Houston, TX 77027
(713) 860-6400

Hope Palmer
Legal Assistant
hpalmer@abhr.com
(713) 860-6459

January 15, 2025

Ms. Diana Stapp
City Secretary
City of League City
300 W. Walker St.
League City, Texas 77573

Re: Galveston County Municipal Utility District No. 36

Dear Ms. Stapp:

Enclosed please find a Utility Conveyance and Security Agreement for each of the following projects for acceptance by the City of League City (the "City"):

- Water, sanitary sewer, drainage, and paving facilities to serve Muldoon Phase 4; and
- Paving facilities to serve Westland Ranch Section 2

Please add acceptance of these Agreements to the City Council agenda for approval as soon as possible. Following acceptance and execution by the City, please return the Agreements to me for recordation.

Should you have any questions, please feel free to call me at the above number.

Sincerely,

Hope Palmer
Legal Assistant

Enclosure
CC without enclosure:
Mr. Kyle Kern, DEC, via email at kyle.kern@decorp.com

1244351

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GALVESTON §

Galveston County Municipal Utility District No. 36 (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 water, sanitary sewer, drainage, and paving facilities to serve Muldoon Phase 4 between the District and Bay Utilities, LLC in the original amount of \$2,795,822.10 (DEC Job No. 4869-36), 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, and operating rights (collectively, 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 Forestar (USA) Real Estate Group, Inc. (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 4th day of November, 2024.

GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 36

By: [Signature]

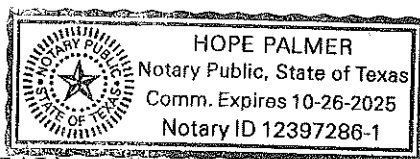
President, Board of Directors

ATTEST:

By: [Signature]
Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the 4th day of November, 2024, by Katie Lee Faulk as President and Tammie Crenic as Secretary of the Board of Directors of Galveston County Municipal Utility District No. 36, a political subdivision of the State of Texas, on behalf of said political subdivision.



(NOTARY SEAL)

[Signature]
Notary Public, State of Texas

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 _____, 2024, the City hereby accepts this Utility Conveyance and Security Agreement on this ____ day of _____, 2024.

CITY OF LEAGUE CITY, TEXAS

Mayor

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____ 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: Hope Palmer, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, TX 77027.

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GALVESTON §

Galveston County Municipal Utility District No. 36 (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 paving facilities to serve Westland Ranch Section 2 between the District and Beyer Construction LLC in the original amount of \$920,321.00 (DEC Job No. 4869-25), 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, and operating rights (collectively, 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 Forestar (USA) Real Estate Group, Inc. (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.

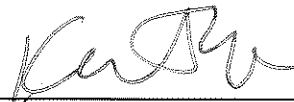
The District hereby reserves the full capacity of the Facilities.

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 4th day of November, 2024.

GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 36

By: 

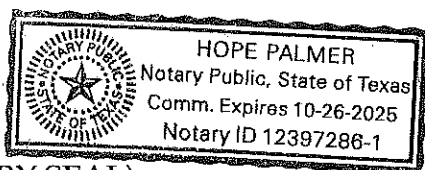
President, Board of Directors

ATTEST:

By: 
Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the 4th day of November, 2024, by Katie Lee-Faulk as President and Tammi Crenell as Secretary of the Board of Directors of Galveston County Municipal Utility District No. 36, a political subdivision of the State of Texas, on behalf of said political subdivision.



(NOTARY SEAL)


Notary Public, State of Texas

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 _____, 2024, the City hereby accepts this Utility Conveyance and Security Agreement on this ____ day of _____, 2024.

CITY OF LEAGUE CITY, TEXAS

Mayor

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____ 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: Hope Palmer, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, TX 77027.



HOUSTON
3200 Southwest Freeway,
Suite 2600
Houston, TX 77027
(713) 860-6400

Hope Palmer
Legal Assistant
hpalmer@abhr.com
(713) 860-6459

March 27, 2025

Ms. Diana Stapp
City Secretary
City of League City
300 W. Walker St.
League City, Texas 77573

Re: Galveston County Municipal Utility District No. 36

Dear Ms. Stapp:

Enclosed please find a Utility Conveyance and Security Agreement for each of the following project(s) for acceptance by the City of League City (the "City"):

- Water, sanitary sewer, drainage, and paving facilities to serve Westland Ranch Sections 8 and 9

Please add acceptance of these Agreements to the City Council agenda for approval as soon as possible. Following acceptance and execution by the City, please return the Agreements to me for recordation.

Should you have any questions, please feel free to call me at the above number.

Sincerely,

Hope Palmer
Legal Assistant

Enclosure
CC without enclosure:
Mr. Kyle Kern, DEC, via email at kyle.kern@decorp.com

Letterhead - letter to city- sending utility conveyance and security (copy) 4924-4036-2543 v.1

CENTRAL TEXAS
919 Congress Avenue, Suite 1500
Austin, TX 78701
(512) 518-2424

NORTH TEXAS
4514 Cole Avenue, Suite 1450
Dallas, TX 75205
(972) 823-0800

abhr.com

UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
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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, drainage, and paving facilities to serve Westland Ranch Sections 8 and 9 between the District and Fellers & Clark LP in the original amount of \$3,424,000 (DEC Job No. 4869-38), 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, and operating rights (collectively, the "Facilities").

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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 3rd day of March, 2025.

GALVESTON COUNTY MUNICIPAL
UTILITY DISTRICT NO. 36

By: [Signature]

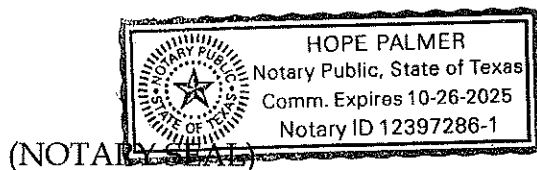
Vice President, Board of Directors

ATTEST:

By: [Signature]
Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the 3rd day of March, 2025, by Monica Davison as Vice President and Jammie Cronk as Secretary of the Board of Directors of Galveston County Municipal Utility District No. 36, a political subdivision of the State of Texas, on behalf of said political subdivision.



[Signature]
Notary Public, State of Texas

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 _____, 2025, the City hereby accepts this Utility Conveyance and Security Agreement on this ____ day of _____, 2024.

CITY OF LEAGUE CITY, TEXAS

Mayor

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on the ____ day of _____, 2025, by _____ 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: Hope Palmer, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, TX 77027.