

JUL 09 2019

Office of  
City Secretary

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

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hjeffers@abhr.com

Hope Jeffers  
Legal Assistant

July 3, 2019

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

*Re: Galveston County Municipal Utility District No. 45 (the "District")*

Dear Ms. Stapp:

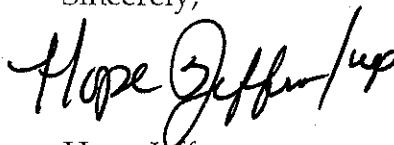
Enclosed please find a Utility Conveyance and Security Agreement for the following project for acceptance by the City of League City (the "City"):

- water distribution, sanitary sewer, and storm drainage facilities to serve Coastal Point Section 1 and Section 2

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

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

Sincerely,



Hope Jeffers  
Legal Assistant

Enclosure

## UTILITY CONVEYANCE AND SECURITY AGREEMENT

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

Galveston County Municipal Utility District No. 45 (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 water distribution, sanitary sewer, and storm drainage facilities to serve Coastal Point Section 1 and Section 2 between the District and Clearwater Utilities, Inc. in the original amount of \$1,663,931.69 (Job No. 4880-11), 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 League City Investors, Ltd. (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.

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 September 23, 2003, the City hereby accepts this Utility Conveyance and Security Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2019.

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 \_\_\_\_\_, 2019, 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 Jeffers, Allen Boone Humphries Robinson LLP,  
3200 Southwest Freeway, Suite 2600, Houston, TX 77027.

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<sup>nd</sup> day of July, 2019.

GALVESTON COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 45

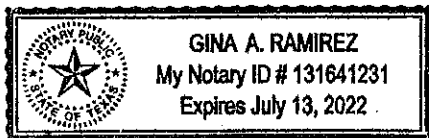
By: [Signature]  
Vice President, Board of Directors

ATTEST:

By: [Signature]  
Secretary, Board of Directors

THE STATE OF TEXAS           §  
  §  
COUNTY OF GALVESTON      §

This instrument was acknowledged before me on the 2<sup>nd</sup> day of July, 2019, by Kevin Moore as Vice President and Linda Duryea as Secretary of the Board of Directors of Galveston County Municipal Utility District No. 45, a political subdivision of the State of Texas, on behalf of said political subdivision.



(NOTARY SEAL)

[Signature]  
Notary Public, State of Texas

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

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hjeffers@abhr.com

Hope Jeffers  
Legal Assistant

September 4, 2019

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

*Re: Galveston County Municipal Utility District No. 45 (the "District")*

Dear Ms. Stapp:

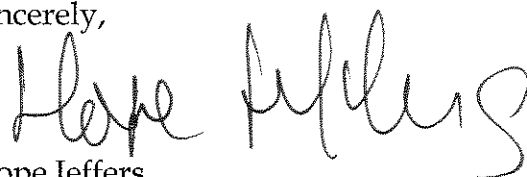
Enclosed please find a Utility Conveyance and Security Agreement for the following project for acceptance by the City of League City (the "City"):

- Paving to serve Coastal Point, Madrid Lane

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

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

Sincerely,



Hope Jeffers  
Legal Assistant

Enclosure

## UTILITY CONVEYANCE AND SECURITY AGREEMENT

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

Galveston County Municipal Utility District No. 45 (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 paving to serve Coastal Point, Madrid Lane between the District and Beyer Construction in the original amount of \$550,679.50 (Job No. 4880-11), 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 League City Investors, Ltd. (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 6<sup>th</sup> day of August, 2019.

GALVESTON COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 45

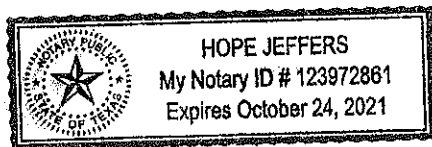
By: *Cheryl Leonard*  
President, Board of Directors

ATTEST:

By: *Linda Durgan*  
Secretary, Board of Directors

THE STATE OF TEXAS           §  
   §  
COUNTY OF GALVESTON       §

This instrument was acknowledged before me on the 6<sup>th</sup> day of August, 2019, by Cheryl Leonard as President and Linda Durgan as Secretary of the Board of Directors of Galveston County Municipal Utility District No. 45, a political subdivision of the State of Texas, on behalf of said political subdivision.



(NOTARY SEAL)

*Hope Jeffers*  
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 September 23, 2003, the City hereby accepts this Utility Conveyance and Security Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2019.

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 \_\_\_\_\_, 2019, 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 Jeffers, Allen Boone Humphries Robinson LLP,  
3200 Southwest Freeway, Suite 2600, Houston, TX 77027.