

UTILITY CONVEYANCE AND SECURITY AGREEMENT

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

Fort Bend County Municipal Utility District No. 170 (the “District”) has constructed certain improvements, structures, and facilities designed to provide water, wastewater, and/or drainage to serve areas within or near the District’s boundaries and the boundaries of the City of Fulshear, 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 water, sanitary sewer, and storm sewer facilities, and all related appurtenances, to serve Bonterra at Cross Creek Ranch, Section Ten (except any detention ponds, any drainage channels, and any non-potable water facilities) constructed to date on behalf of the District pursuant to the construction contract (“Construction Contract”) between the District and Texasite, LLC (“Contractor”) dated May 11, 2023, which facilities are located within or near 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”), including but not limited to the easement recorded in the real property records of Fort Bend County as file no. 2023076046. Some or all of the Facilities are located within or near the land shown on the plat for Bonterra at Cross Creek Ranch Section Ten that is recorded under Plat No. 20230137 in the Plat Records of Fort Bend County, Texas.

The District constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Agreement, as amended, by and between the City and the District (the “Utility Agreement”). Sections 2.09 and 2.10 of the Utility Agreement require 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 2.09 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 and the Utility Agreement.

The District hereby reserves the full capacity of the Facilities.

The District hereby assigns to the City all rights (including, without limitation, all rights under the Construction Contract, to the extent the Construction Contract allows assignment of such rights), maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities. Notwithstanding any provision hereof, this Utility Conveyance and Security Agreement shall not be construed to limit or modify any indemnity obligations, or any other obligations, that Contractor, or its surety, may otherwise have to the District or to any other party under the Construction Contract.

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.

This Utility Conveyance and Security Agreement is effective as of the later of: (i) the date that the District executes this instrument; or (ii) the date that the City executes this instrument.

FORT BEND COUNTY MUNICIPAL UTILITY
DISTRICT NO. 170

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Secretary, Board of Directors

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

 This instrument was acknowledged before me on the ____ day of _____, 20____, by _____, as _____, and _____, as _____, of the Board of Directors of Fort Bend County Municipal Utility District No. 170, 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, the City hereby accepts this Utility Conveyance and Security Agreement. Such City acceptance is effective as of the later of: (i) the date that the District executes this instrument; or (ii) the date that the City executes this instrument.

CITY OF FULSHEAR, TEXAS

By: _____
Name: _____
Title: Mayor
Date: _____

ATTEST:

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ as Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

AFTER RECORDING RETURN TO: Jennifer Ramirez, Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, TX 77027.