

**UTILITY CONVEYANCE AGREEMENT BETWEEN
REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
AND
TAYLOR MORRISON OF TEXAS, INC.**

This Agreement is made and entered into by and between Reunion Ranch Water Control and Improvement District, (the “District”) and Taylor Morrison of Texas, Inc., a Texas corporation, (herein the “Developer”).

WITNESSETH:

RECITALS

Developer is presently developing land within the District’s service area for residential purposes, and, in connection therewith, Developer has entered into the following construction contracts (hereafter called the “Construction Contracts”):

A contract between Taylor Morrison of Texas, Inc. and Central Road and Utility, Ltd., with effective date October 31, 2017 for street excavation, water, wastewater, drainage and erosion control improvements for Reunion Ranch Phase 2, Section 4, pursuant to plans and specifications prepared by Carlson, Brigance and Doering, Inc.

A contract between Taylor Morrison of Texas, Inc. and JKB Construction Company, LLC., with effective date October 31, 2017 for street excavation, water, wastewater, drainage and erosion control for Reunion Ranch Phase 3, Sections 2 and 5, pursuant to plans and specifications prepared by Carlson, Brigance and Doering, Inc.

A contract between Taylor Morrison of Texas, Inc. and JL Gray Construction Inc., with effective date January 9, 2019 for street excavation, pond clearing, water, wastewater, drainage and erosion control for Reunion Ranch Phase 3, Section 3, pursuant to plans and specifications prepared by Carlson, Brigance and Doering, Inc.

The plans and specifications described above are hereafter referred to as the Plans and Specifications. The Developer wishes to convey and District wishes to take title to the facilities, which are the subject of the construction contracts (the “Facilities”).

Agreement

For and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, District and Developer contract and agree as follows:

1. **Sale and Purchase.**

(a) **Sale.** Developer hereby sells, conveys, transfers, and delivers to District all of the Facilities free and clear of all liens, claims, encumbrances, options,

charges, assessments, reservations, or restrictions. The Facilities being conveyed hereby are more completely described in the Plans and Specifications, copies of which have been filed with District and which are incorporated herein by reference.

2. Assignment. Developer hereby assigns all of its rights under the Construction Contracts to District and agrees to make provision for the transfer of the performance and payment bonds, and guarantees and warranties executed by the contractor and all other rights of Developer pursuant to the provisions of the Construction Contracts.

3. Representation by Developer. Developer represents to District that:

(a) Title. All the properties of Developer covered by this Agreement are hereby conveyed to District, free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, and restrictions.

(b) Rights-of-Way, Easements, Etc. All plats of any subdivision to be served by the Facilities have been filed for record. Developer represents that said plats provide easements, rights-of-way, franchises, licenses, and permits which are adequate and sufficient to permit District to operate that part of the Facilities which were constructed by Developer within said subdivisions, and any easements, rights-of-way, franchises, licenses, and permits held by Developer in connection therewith are hereby transferred to the District whether or not expressly described herein.

(c) Approval by District. Developer has had all construction plans and specifications for the Facilities approved by the District.

(d) Possession. Developer is in possession of the Facilities and no objection to the location or use of the Facilities or adverse claims of title to the lands, easements, rights-of-way, licenses, permits, or leases on which the Facilities are situated is presently being asserted by any person or persons.

(e) Legal Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of Developer, threatened or affecting the properties to be sold hereunder and there are no pending condemnation proceedings of which Developer is aware and connected with the Facilities or other properties to be conveyed hereunder.

(f) Authorization. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Developer.

(g) No Violation of Other Contracts. This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions contemplated herein will not violate or constitute a breach of any

contract or other agreement to which Developer is a party.

4. Expenses. Each party shall pay its own expenses incident to carrying this Agreement into effect and consummating all transactions contemplated hereby. All ad valorem or property taxes applicable to the properties transferred by the terms hereof to the date of this Agreement shall be the obligation of Developer.

5. Further Assurances. Developer agrees that from time to time and upon the request of District, Developer will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in District and to put District in possession of all of the Facilities conveyed, transferred, and delivered hereunder, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to obtain such consents and take such other action as may be reasonably necessary to assure to District the rights and benefits thereof.

6. Representations Survive Conveyance. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Facilities.

7. Miscellaneous. This Agreement shall be governed by, and constructed in accordance with, the laws of the State of Texas and can be changed or terminated only by an agreement in writing signed by the parties hereto. This Agreement embodies the entire understanding between the parties and there are no prior effective representations, warranties, or agreements between the parties.

WITNESS the execution of this Agreement in multiple counterparts, each of equal dignity, as of the ____ day of January, 2021.

REUNION RANCH WATER CONTROL AND
IMPROVEMENT DISTRICT

Dennis Daniel, President
Reunion Ranch WCID

ATTEST:

_____, Assistant Secretary
Reunion Ranch WCID

[SEAL]

TAYLOR MORRISON OF TEXAS, INC.,
a Texas corporation

Michael Slack, Vice President

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on January ____, 2021, by Dennis Daniel, as President of Reunion Ranch Water Control and Improvement District.

Notary Public, State of Texas

[SEAL]

Typed or Printed Name
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on January _____, 2021, by Michael Slack, as Vice President of Taylor Morrison of Texas, Inc., a Texas corporation, on behalf of that corporation.

Notary Public, State of Texas

[SEAL]

Typed or Printed Name
My Commission Expires: _____