

**UTILITY CONVEYANCE AGREEMENT BETWEEN
TRAVIS COUNTY WCID NO. 17 AND _____.**

This Agreement is made and entered into by and between **Travis County Water Control and Improvement District No. 17**, a water control & improvement district operating pursuant to Chapter 49 and 51, Texas Water Code (herein the “District”), and _____ (herein the “Seller”).

RECITALS

1. The District furnishes retail water and/or sewer service to the land within its boundaries, and particularly, _____*{insert name of subdivision}*_____. Seller is presently developing land within the District, and, in connection therewith, Seller has acquired or caused to be constructed certain water and/or sewer facilities.

2. Seller wishes to convey and District wishes to take title to such facilities so that the District can provide water and/or sewer service to ___*{insert name of subdivision}*_____.

AGREEMENT

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

1. **Definitions.**

- (a) Construction Contracts: Contracts pursuant to which the Facilities (defined below) were installed by the contractor.
- (b) Facilities: All internal water and/or sewer facilities constructed to serve *{insert name of subdivision}* a subdivision located in Travis County, Texas and recorded in Plat Book _____, Pages _____ of the Plat Records of

Travis County, Texas and constructed pursuant to a contract with _____ dated _____, including but not limited to _____.

2. Sale and Purchase. Seller 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 described in Section 5 herein, which are incorporated herein by reference.

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

4. Representations by Seller. Seller represents to District that:

(a) Title. All the properties of Seller 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. Seller represents, warrants and guarantees that the Facilities are located in public utility easements or road rights-of-way as shown on recorded plats. Seller represents that said plats provide easements and rights-of-way which are adequate and sufficient to permit District to operate the Facilities, and any easements and rights-of-way held by Seller in connection therewith are hereby transferred to District whether or not expressly described herein.

(c) Additional Easement(s). All of the Facilities that are not located in public utility easements or road rights-of-way as shown on recorded plats are within easements granted to the District and described as follows:

(d) Possession. Seller 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 Seller, threatened or affecting the properties to be sold hereunder and there are no pending condemnation proceedings of which Seller is aware connected with the Facilities or other properties to be conveyed hereunder.

(f) Known Defects. Seller represents and warrants that the Facilities, including any easements or rights-of-way or other properties to be conveyed hereunder are free of known defects, either legal or technical, that would prohibit District's use of the Facilities or other properties to be conveyed hereunder.

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

(h) 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 Seller is a party.

(i) "Record" or "As-Built" Drawings and Engineer's Certificate. Contemporaneously herewith Seller has provided District with a complete set of "record or as-built" drawings, together with a certificate by a registered professional engineer that the Facilities were constructed as indicated on the drawings.

5. Plans and Specifications. Seller warrants and represents that the Facilities are constructed in accordance with the plans and specifications previously approved by the District.

6. Expenses. Except as specifically set forth herein, 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 Facilities to the date of closing, including, without limitation, all taxes for _____ and any “rollback” taxes assessed due to a change in land usage, shall be the obligation of Seller.

7. Further Assurances. Seller agrees that from time to time and upon the request of District, Seller 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.

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

9. Indemnification. SELLER HEREBY INDEMNIFIES AND HOLDS HARMLESS DISTRICT FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEBTS, CHARGES, INDEMNITIES, LOSSES, PENALTIES, ATTORNEY FEES AND ANY OTHER KIND OF EXPENSES THAT MAY BE INCURRED BY OR ASSERTED AGAINST DISTRICT BY REASON OF CONSTRUCTION OF THE FACILITIES.

10. Miscellaneous. This Agreement shall be governed by, and construed 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 _____, 200__.

**TRAVIS COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 17**

By: _____
David Lewis Steed, President
Board of Directors

ATTEST:

Secretary, Board of Directors

[DISTRICT SEAL]

By: _____
Seller

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

 This instrument was acknowledged before me on the ____ day of _____,
200____, by David Lewis Steed, President of the Board of Directors of Travis County WCID No.
17, on behalf of said District.

Notary Public Signature

(Seal)

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

 This instrument was acknowledged before me on the ____ day of _____, 200____,
by _____, President of _____.

Notary Public Signature

(Seal)

AFFIDAVIT AS TO NO LIENS

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, who, being by me first duly sworn, upon his oath says:

He is the President of _____, which is this day conveying to TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17 all of said _____'s right, title, and interest in and to certain water and/or sewer facilities and improvements constructed to serve the property located within the District described as _____.

Said facilities and improvements are free and unencumbered, the contractors and subcontractors which installed same have been paid in full therefor, and there are no liens of any nature whatsoever against said facilities.

By: _____
 Seller

SUBSCRIBED AND SWORN TO BEFORE ME, this ____ day of _____, 200__.

Notary Public in and for
The State of Texas

(Seal)