

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY FLOOD
CONTROL DISTRICT AND HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 304**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

This First Amendment to the above referenced Interlocal Agreement is made and entered into by and between **Harris County Flood Control District** (the "District"), a body corporate and politic under the laws of the state of Texas, and **Harris County Municipal Utility District No. 304**, a conservation and reclamation district created and operating under the provisions of Article XVI, Section 59, of the Constitution of Texas, and Chapters 49 and 54 of the Texas Water Code, hereinafter called the "MUD," pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §§ 791.001 – 791.030. The District and MUD are referred to herein collectively as "Parties" and individually as "Party."

Recitals

The Parties previously entered into Hike and Bike Trail Agreement No. 1221 (the "Master Agreement"), dated December 19, 2017. The Master Agreement allowed the MUD to construct and maintain or cause to be constructed and maintained, a public hike and bike trail and related appurtenances on HCFCD Unit P145-00-00, hereinafter called the "Trail."

The MUD desires to construct and maintain or cause to be constructed and maintained an additional public hike and bike trail and related appurtenances on HCFCD Unit P145-00-00, hereinafter also called the "Trail."

The District is willing to allow the MUD to use the portions of the property owned in fee by the District or in which the District owns an easement (collectively, hereinafter the "Property") for the purposes stated herein, subject to the conditions hereinafter provided.

The Parties recognize that flood control and drainage is the paramount public purpose of the HCFCD Unit along which the Trail will be constructed and maintained by the MUD.

It is to the mutual benefit of the Parties to enter into this First Amendment for the use and benefit of the Public.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits to both Parties, it is agreed as follows:

Terms

1.

This First Amendment shall be governed by the Master Agreement, which is incorporated herein by reference as if set forth word for word.

2.

Both paragraphs of Section VIII of the Master Agreement, "Limitation and Disclaimer of Warranty" are hereby deleted and replaced with the following, to read:

The MUD's right to the use and enjoyment of the Trail for the purposes herein stated is expressly limited to the District's right, title, and interest, if any, in and to the Property, and the District makes no warranty or representation as to its right, title, and interest, if any, in and to said Property. If, and in the event that, additional rights, title, or interest in and to the Property are needed for the construction, maintenance, or operation of the Trail, the acquisition of such rights, title, and interest shall be at the sole expense and obligation of the MUD.

The District makes no representation as to the suitability of the soils, condition of existing drainage infrastructure, or the stability of the channel bank for the MUD's intended purposes.

3.

The MUD understands and agrees, said understanding and agreement also being of the absolute essence of this First Amendment, that the District is not appropriating any funds under this First Amendment.

4.

Exhibit "A" of the Master Agreement is hereby replaced in its entirety with Revised Exhibit "A." Revised Exhibit "A" provides a map/layout of the proposed alignment of the Trail and has been reviewed by the District personnel. Revised Exhibit "A" is hereby attached to this Agreement for descriptive purposes only.

5.

It is expressly understood and agreed that the Master Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of the First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, this First Amendment shall control.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written.

6.

Execution, Multiple Counterparts: This First Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this First Amendment.

[signature page follows]

EXECUTED on _____

APPROVED AS TO FORM:

**CHRISTIAN D. MENEFEE
HARRIS COUNTY ATTORNEY**

**HARRIS COUNTY FLOOD CONTROL
DISTRICT**

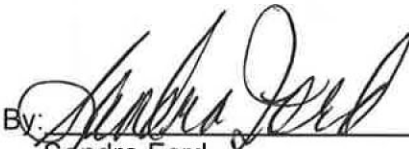
Signed by:

By: ED17653073344AD...
Emily Kunst
Assistant County Attorney
C.A. File No. 25GEN0435

By: _____
Lina Hidalgo
County Judge

ATTEST: [or WITNESS]

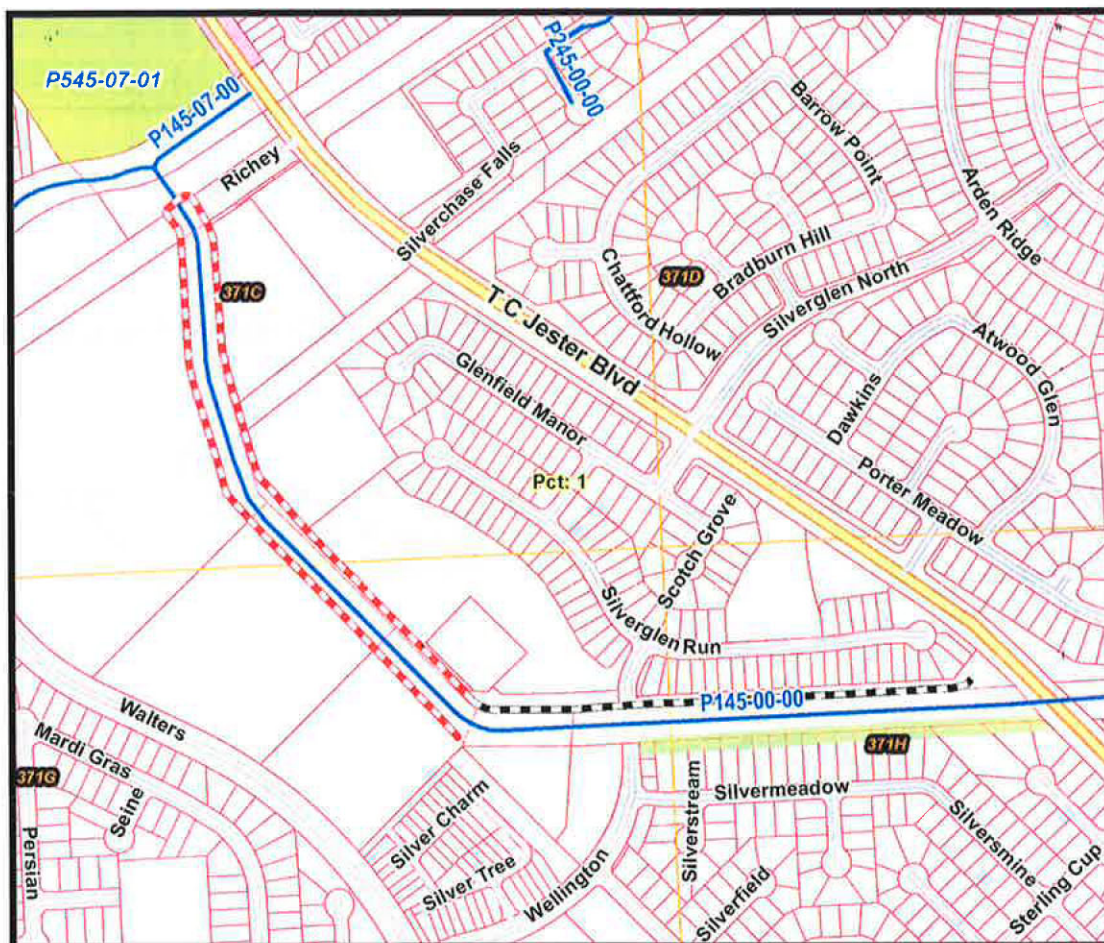
**HARRIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 304**

By: 
Sandra Ford
Secretary

By: 
Sharon Mayo
President

Revised Exhibit "A"

Harris County Flood Control District
Harris County MUD 304
Hike and Bike Trail Agreement
HCFC D Unit(s) P145-00-00



R.O.W.

- Others
- City of Houston
- H.C.F.C.D.
- Public
- State of Texas

Proposed Agreement Trail = |||||

Existing Agreement Trail = |||||



THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2025, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF FIRST AMENDMENT TO THE AGREEMENT
 BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT
 AND HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 304**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County Flood Control District, the First Amendment to the Master Agreement to allow Harris County Municipal Utility District No. 304 to construct and maintain an additional public hike and bike trail and related appurtenances on HCFCD Unit P145-00-00.

All Harris County and Harris County Flood Control District officials and employees are authorized to any and all things necessary or convenient to accomplish the purposes of this order.

