

PARTIAL ASSIGNMENT OF INTERLOCAL AGREEMENT

This Partial Assignment Interlocal Agreement ("Assignment") is entered into by and between **Harris County** ("County" or "Assignee"), a body corporate and politic under the laws of the State of Texas, and **East Aldine Management District** ("District" or "Assignor") pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ch. 791.001, *et seq.* County and District may each be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, pursuant to that certain Interlocal Agreement between Sunbelt Freshwater Supply District ("Sunbelt") and the District. Dated May 1, 2010 (the "Interlocal Agreement"), the Sunbelt has reserved 2,939 equivalent Single Family Connections ("ESFCs") of wastewater capacity in the High Meadows Wastewater Treatment Plant (the "WWTP") for use by the District;

WHEREAS, the County intends to construct a single-family residential subdivision of approximately 47 homes on a 10-acre tract of land ("Connorvale"), located west of Castlewood Subdivision;

WHEREAS, Connorvale will require an amount of wastewater capacity to provide service to such homes; and

WHEREAS, the District seeks to assign a portion of its rights, duties, obligations, title, and interests in, under, and to the Interlocal Agreement to the County as it relates to 47 ESFCs of its reserved wastewater capacity in the WWTP for use in Connorvale.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

Section 1. Assignment

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. The Assignor does hereby, transfer, bargain, sell, convey assign, set over and deliver unto Assignee, for a period of 40 years, the portion of its rights, duties, obligations, title, and interests in, under, and to the Interlocal Agreement as those rights, duties, obligations, title, and interests apply to the use of 47 ESFCs from the District's reserved capacity in the WWTP.

2. By acceptance of this Assignment, Assignee hereby accepts such assignment of the Interlocal Agreement and assumes the portion of Assignor's rights, duties, obligations, title, and interest in, under, and to the Interlocal Agreement as those rights, duties, obligations, title, and interests apply to the use of 47 ESFCs from the District's reserved capacity in the WWTP.

Assignor retains all other rights and obligations under the Interlocal Agreement except as otherwise described herein.

3. The County hereby agrees to pay the District \$34,559 as consideration for the partial assignment of the Interlocal Agreement as contemplated in this Section 1.

4. All of the covenants, terms and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto, and to their respective heirs, devisees, legal and/or personal representatives, successors and assigns.

Section 2. Liability of the Parties

To the extent allowed by law, each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agent, or subcontractors arising out of or under this Assignment and which result from any act, error or omission, intentional tort, intellectual property infringement, or failure to pay a vendor if committed by the Party or its employees, officials, agents, consultant under contract, or another entity over which it exercises control.

Section 3. Notices

Any notice provided or permitted to be given under this Assignment ("Notice") must be in writing and may be served by (a) depositing same in the United States mail, certified and addressed to the Party to be notified; (b) delivering the same in person to such Party; or (c) sending same by electronic mail ("Email"). Notice given by mail shall be effective upon deposit in the United States mail and Notice delivered in person or sent by Email shall be effective upon receipt. The addresses for Notice are as follows:

COUNTY:

Harris County Engineering Department
1111 Fannin St, 11th Floor
Houston, Texas 77002
Attention: County Engineer

DISTRICT:

East Aldine Management District
c/o Hawes Hill & Associates, LLP
9610 Long Point County Property, Suite 150
Houston, Texas 77055
Attention: Executive Director

The Parties may designate another address for all purposes of this Assignment by giving to the other Party not less than fifteen (15) days' advance written notice of such change of address.

Section 6. Miscellaneous

- (a) **Severability.** The provisions of this Assignment are severable, and if any provision or part of this Assignment or the application thereof to any person or circumstances

shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Assignment and the application of such provision or part of this Assignment to other persons or circumstances shall not be affected thereby.

- (b) Sole Agreement. This Assignment contains the entire agreement between the Parties relating to the rights granted and the obligations assumed herein. This Assignment supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein.
- (c) Modification/Expansion. This Assignment shall be subject to change or modification only by formal amendment approved by the governing bodies of each Party.
- (d) Parties in Interest. This Assignment shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns and shall not be construed to confer any rights upon any third party.
- (e) Warranty. By execution of this Assignment, the District warrants that the duties accorded to the District in this Assignment are within the powers and authority of the District.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment in multiple counterparts, each of which shall be deemed to be an original.

HARRIS COUNTY

By:

Lina Hidalgo
County Judge

APPROVED AS TO FORM:

County Attorney

By: *Randy Keenan*

Sr. Assistant County Attorney

EAST ALDINE MANAGEMENT DISTRICT

A handwritten signature in dark ink, appearing to be 'D. S.', written over a horizontal line.

President, Board of Directors

ATTEST:

A handwritten signature in dark ink, appearing to be 'Nicholas Foster', written over a horizontal line.

Secretary, Board of Directors

ACKNOWLEDGEMENT OF ASSIGNMENT

The undersigned, Sunbelt Freshwater Supply District ("Sunbelt"), does hereby acknowledge the assignment by the District of certain of its rights, duties, obligations, title, and interest in, under the Interlocal Agreement to the County, pursuant to the Partial Assignment of Interlocal Agreement to which this Acknowledgement is attached.

By its execution of this Acknowledgement, the District consents to such assignment by Assignor to Assignee.

Executed and effective as of the 6th day of April, 2023.

SUNBELT FRESHWATER SUPPLY DISTRICT

By:


President, Board of Directors

ATTEST:


Secretary, Board of Directors