

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

ASSIGNMENT OF CONTRACT AND ENGINEER WORK PRODUCT FROM HIDALGO COUNTY TO HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

This Assignment of Contract is made this ____ day of _____, 2013 by and between Hidalgo County, Texas (“Assignor”) and Hidalgo County Drainage District No. 1 (“Assignee”).

WHEREAS, under the terms of an engineering contract dated April 27, 2010 and amended November 22, 2011, a copy of which is attached hereto as Exhibit A (the “Contract”) Assignor engaged the services of S&B Infrastructure, LTD (the “Engineer”) for the purpose of designing a storm drainage facility commonly referred to as the Raymondville Drain;

WHEREAS, as of the date hereof, approximately Ninety- Two percent (92%) of the scope of work under the Contract has been tendered to Assignor, approved and paid, in the sum of Five Million Five Hundred Eighteen Thousand Eight Hundred Eighty Three Dollars (\$5,518,883.00);

WHEREAS, Assignee has received the proceeds of its Series 2013 Bonds, part of such proceeds are allocated for the Raymondville Drain; and

WHEREAS, Assignor and Assignee are desirous of Assignee taking over the responsibility for contracting for the engineering design of the Raymondville Drain.

NOW THEREFORE, for and in consideration of the sum of Five Million Five Hundred Eighteen Thousand Eight Hundred Eighty Three Dollars (\$5,518,883.00) and the terms and conditions herein Assignor assigns all of Assignor’s right, title and interest in and to the Contract to Assignee together with all of Engineer’s work completed in accordance with the completed scope of work including but not limited to all surveys, maps, tests, calculations, budgets, photographs, engineering design work, accounting records, and work product of the Engineer developed in connection with Engineer’s performance of the scope of work under the Contract subject to the following terms:

1. No Warranty. Assignor makes this assignment without any warranty of any sort, express, implied, or statutory. Assignor expressly disclaims any warranty of any sort, express, implied, or statutory. Assignor expressly disclaims any warranty of title, and assigns to Assignee only so much right, title, or interest as Assignor now has in the Contract and the scope of work produced by Engineer in accordance with this Contract so assigned.

2. Binding Effect. This Assignment and all of its terms and conditions, are binding on Assignor and its successors and assigns, and on Assignee and its successors and assigns.
3. Acceptance by Assignee. Assignee accepts all of the right title, and interest in the rights and obligations of Assignor pursuant to the Contract and the scope of work completed by the Engineer in accordance with the Contract so assigned. Assignee to the extent allowed by law further agrees to indemnify and hold harmless Assignor for any liability for performance or nonperformance of the duties and obligations assumed by Assignee by this Agreement.
4. This Assignment is subject to the written acknowledgment and consent hereof by Engineer.
5. This Assignment hereof shall be acknowledged and consented to in writing by Engineer and Engineer agrees such consent shall not obligate Assignee to proceed with any additional work orders or notices to proceed under the Contract for additional work under the scope of work as defined in the Contract.
6. The assignment does not absolve Engineer of any continuing obligations Engineer may have with respect to past performance or errors or omissions.
7. Assignee represents that it has reviewed all the documents and Engineer's work product to date performed sufficient for it to make an informed decision regarding its value, quality and usefulness and accepts the transfer from Assignor without any representation or warranty from Assignor.
8. EXECUTED as of the day and date first written above.

ASSIGNOR:

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr. County Clerk

ASSIGNEE:

HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1

By: _____
Ramon Garcia, Chairperson
Board of Directors

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

CONSENT TO ASSIGNMENT

Assignment by Hidalgo County to Hidalgo County Drainage No. 1 of that certain Contract dated November 22, 2001 as, amended and for good and valuable consideration the receipt of which is hereby acknowledged consent to and accept Hidalgo County Drainage District No. 1 as Assignee of the Contract, together with the scope of work documents completed by Engineer in accordance with the Contract so assigned.

Date: _____

S&B Infrastructure, LTD

By: _____

Its: _____

EXHIBIT A

**CONTRACT BY AND BETWEEN HIDALGO COUNTY AND
S&B INFRASTRUCTURE, LTD DATED APRIL 27, 2010 AS AMENDED ON
NOVEMBER 22, 2011**