

**TRANSFER AND ASSIGNMENT OF NORTH TEXAS MUNICIPAL
WATER DISTRICT EASEMENTS AND FACILITIES TO THE
TOWN OF LITTLE ELM, TEXAS**

For ten dollars good and other valuable consideration, the North Texas Municipal Water District (NTMWD) does hereby agree to transfer, assign, and convey its interest in and to those certain Easements and Judgments, and Facilities located therein, owned by NTMWD listed in Exhibit "A" attached hereto and incorporated by reference herein as is set forth at length to the Town of Little Elm, Texas (the Town):

WHEREAS, NTMWD and the Town are Parties to that certain Water Transmission Facilities Contract dated March 27, 2003 (the Contract); and,

WHEREAS, the Contract required the District to acquire, construct, own, operate and maintain certain water transmission facilities, including, but not limited to approximately 19,000 linear feet of 30" water transmission pipeline and appurtenances (the Facilities) from a point generally located at Eldorado Parkway and Burlington Northern Santa Fe RR to a point generally located at the eastern boundary of the Town, now known as the Little Elm Mansell Pump Station and Ground Storage Tank (the Project); and

WHEREAS, the Contract provides that the District would acquire the easements necessary to construct the water transmission pipeline and related facilities to provide for the transportation of potable water from the District to the Town; and,

WHEREAS, in order to construct, operate, maintain, repair and replace the Water Transmission Pipeline NTMWD has acquired certain Easements, and easement rights pursuant to final Judgments in eminent domain proceedings, said Easements and Judgments being listed on Exhibit "A" attached hereto and incorporated by reference as if set forth at length herein (the Easements); and,

WHEREAS, the District constructed a Water Transmission Pipeline and related facilities within the Easements necessary to transport the water (the Facilities); and,

WHEREAS, the Contract provided that upon payment and retirement of the Project bonds that NTWMD would convey the Easements and Facilities to the Town and that the Town would assume all responsibility for the Facilities; and,

WHEREAS, the Project bonds have been paid and retired; and

WHEREAS, the parties would like to acknowledge that the various obligations and commitments of the Parties have been satisfied under the above Contract with regard to the Project.

WHEREAS, this Assignment is intended to transfer, convey and assign the Easements and Facilities to the Town.

NOW THEREFORE, know all men by these present that:

1. NTMWD does hereby sell, convey, transfer and assign all of its interest in and to those certain Easements attached hereto as Exhibit "A" and incorporated by reference herein as if set forth at length herein;
2. By virtue of this Assignment, NTMWD hereby conveys its interest to the fullest extent possible, including all rights, benefits, duties, and obligations existing under the term of the Easements, including the right to enforce the terms of the Easements or Judgments against the Grantor of the Easement, or the Condemnee's under any Judgment, previously obtained by NTMWD as shown on Exhibit "A".
3. The District acknowledges that its right, title, and interest to the Facilities and the Project has automatically vested in the Town by virtue of the Town's payment and requirement of the Bonds, and to any extent necessary, the District hereby conveys, transfers, delivers, and vests all its right, title and interest to the Facilities and the Project of the Town.
4. By accepting this Assignment, the Town assumes all responsibility for the Easements including operation, maintenance, and repair of the Facilities. The Town further acknowledges that NTMWD having fulfilled its obligations under the terms of the Contract shall have no further obligation in any respect to the Easements or Facilities, including but not limited to, their operation, maintenance, repair or any costs otherwise associated with the Easement or Facilities.
5. This Assignment is made without any warranty or representation of any manner whatsoever by NTMWD, save and except the Warranty of Title set forth below and the Town accepts the Assignment of Easements on an AS IS WHERE IS basis and acknowledges that no representations or warranties have been made by NTMWD, regarding the nature, extent, or condition of the Easements or the condition of the Facilities located within the Easements, except for the Warranty of Title set forth below.
6. Nothing contained in this Assignment shall alter the terms of that certain Contract between the parties referenced herein. There are no other oral agreements or understandings between the parties regarding the subject matter of this Assignment.
7. This conveyance is subject to all matters of record which are valid and subsisting, including easements, rights-of-way, covenants, conditions, restrictions, oil and gas leases, mineral severances, and other instruments of record, affecting the Easements, or any part thereof.
8. Notices required under this Assignment shall be sent to the following addresses:

IF TO NTMWD: Executive Director
North Texas Municipal Water District
501 East Brown Street
Wylie, Texas 75098

IF TO LITTLE ELM: City Manager
Town of Little Elm

or to such other addresses as either party hereto may from time to time designate in writing and delivered in accordance with this paragraph to the other party. Notices, consents, approvals, and communications may be given by personal delivery, mail, or overnight service shall be deemed delivered upon receipt. Any party may change its address for notice hereunder to any other location by the giving of 30 days' notice to other party in the manner set forth in this paragraph.

9. If any part of this assignment or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
10. By executing this assignment, NTMWD represents that it is the owner and holder of the Easements and Judgments, and Facilities located therein, shown on Exhibit "A". NTMWD does hereby bind itself, its officers, directors, and successors to warrant and forever defend all and singular the Easements and Judgments to the Town of Little Elm, Texas, and its successors against any person whomsoever lawfully claiming or to claim against the rights conveyed in this Assignment, by through or under NTMWD but not otherwise.

WITNESS OUR HANDS, on this _____ day of _____, 2023.

NORTH TEXAS MUNICIPAL WATER DISTRICT

By: _____
Name: Jennafer P. Covington
Title: Executive Director and General Manager

Acceptance:

THE TOWN OF LITTLE ELM, TEXAS

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Before me, the undersigned authority, on this day personally appeared _____, as _____; acknowledged to me that she is the duly authorized representative of and for the NORTH TEXAS MUNICIPAL WATER DISTRICT, a Texas political subdivision, and he/she executed the said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2023.

Notary Public in and for the State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____, as _____; acknowledged to me that she is the duly authorized representative of and for the TOWN OF LITTLE ELM, TEXAS, and he/she executed the said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2023.

Notary Public in and for the State of Texas

My Commission Expires: _____