

**MEMORANDUM OF UNDERSTANDING
BETWEEN NORTH TEXAS MUNICIPAL WATER DISTRICT
AND COLLIN COUNTY**

THIS MEMORANDUM OF UNDERSTANDING BETWEEN NORTH TEXAS MUNICIPAL WATER DISTRICT AND COLLIN COUNTY (“Agreement”), dated as of the 22nd day of JANUARY, 2024 (“Effective Date”), is made and entered by and between **NORTH TEXAS MUNICIPAL WATER DISTRICT**, a political subdivision of the State of Texas (“NTMWD”) and **COLLIN COUNTY**, a political subdivision of the State of Texas (“County”) (each individually a “Party” and collectively, the “Parties”).

WHEREAS, this Memorandum of Understanding Agreement is being entered into in order to clarify an Interlocal Cooperation Agreement for the Conveyance of Real Property (the “ILA”) between NTMWD, County, and the City of McKinney that was previously approved by NTMWD’s Board of Directors and the McKinney City Council; and

WHEREAS, the County and NTMWD desire to clarify Sections 2.03 and 2.04 of the ILA.

**ARTICLE ONE
Incorporation of Recitals**

1.01 The Recitals set forth above are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

**ARTICLE TWO
Clarification of Sections 2.03 and 2.04 of ILA**

2.01 All capitalized terms used in this Agreement that are not defined herein have the definitions set forth in the ILA.

2.02 NTMWD and County understand and agree that TxDOT is planning to build the Service Road prior to NTMWD’s demolition of the Existing Pavement and the commencement of any work performed for Phase 2 of the Project. If TxDOT does not build the Service Road within the required time in the ILA, then the County will perform its obligations as set out in the ILA.

**ARTICLE THREE
Effective Date**

3.01 This Agreement shall be effective upon approval by the County Commissioners Court for Collin County, Texas and the NTMWD Board of Directors and subsequent execution by the Parties respective duly authorized representatives. The effective date will be the latter of the dates this Agreement is executed by the Parties authorized representatives (the “Effective Date”).

**ARTICLE FOUR
Severability**

4.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision,

sentence, clause or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE FIVE
Successors and Assigns

5.01 This Agreement shall be binding upon the Parties hereto, their successors and assigns. Neither Party will assign or transfer an interest in this Agreement without the written consent of the other Party.

ARTICLE SIX
Venue

6.01 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue shall lie in a state court in Collin County, Texas.

ARTICLE SEVEN
Interpretation

7.01 This Agreement has been negotiated by and between the Parties, and any presumption that an ambiguity contained in this Agreement shall be construed against the party that caused this Agreement to be drafted shall not apply to the interpretation of this Agreement.

ARTICLE EIGHT
Remedies, Non-Waiver

8.01 No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

[Signature Pages Follow]

COLLIN COUNTY, TEXAS

A Texas political subdivision

By: _____



Chris Hill, County Judge

Date: _____

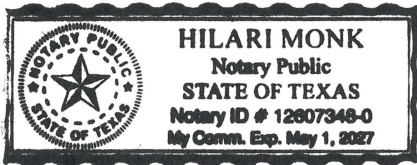
23 JAN 2024

STATE OF TEXAS

COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared Chris Hill, County Judge of Collin County, Texas, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the duly authorized representative of and for the County of Collin, 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 23 day of January, 2024.



Notary Public in and for the State of Texas

My Commission Expires: May 1, 2027

NORTH TEXAS MUNICIPAL WATER DISTRICT

By:
 Jennafer P. Covington
 Executive Director/General Manager

Date:

STATE OF TEXAS
COUNTY OF COLLIN

Before me, the undersigned authority, on this day personally appeared JENNAFER P. COVINGTON, known to me to be one of the persons whose names are subscribed to the foregoing instrument; she acknowledged to me that she is the duly authorized representative of and for the NORTH TEXAS MUNICIPAL WATER DISTRICT, a Texas political subdivision, and 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 , 2024.

Notary Public in and for the State of Texas
My Commission Expires: