

\_\_\_\_\_  
\_\_\_\_\_  
**ASSIGNMENT AND ASSUMPTION OF  
SUBDIVISION CONSTRUCTION AGREEMENT**

This Assignment and Assumption of Subdivision Construction Agreement (the "Agreement") is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among \_\_\_\_\_, a \_\_\_\_\_ (the "Assignor"), \_\_\_\_\_, \_\_\_\_\_ ( the "Assignee"), \_\_\_\_\_ ( the "Assignee – address" ) and the City of Austin, a home-rule municipal corporation (the "City").

**WITNESSTH**

**WHEREAS**, the City and Assignor entered into that certain Subdivision Construction Agreement for \_\_\_\_\_, recorded in Document Number \_\_\_\_\_, Official Public Records of Travis County, Texas, to be effective on \_\_\_\_\_, 20\_\_\_\_ (hereinafter referred to as "Original Effective Date"), in the original principal amount of \$\_\_\_\_\_ (hereinafter referred to as the "Original Principal Amount") for the Property;

**WHEREAS**, pursuant to the Subdivision Construction Agreement, Assignor has agreed to construct and install certain external and internal subdivision improvements as described on Exhibit "B" of the Subdivision Construction Agreement;

**WHEREAS**, Assignee desires to purchase and Assignor desires to sell the real property and improvements as more particularly described on Exhibit "A" to the Subdivision Construction Agreement;

**WHEREAS**, in connection with the purchase and sale of the real property, the Assignor now desires to assign its rights and obligations under the Subdivision Construction Agreement to the Assignee, and the Assignee, desires to accept the assignment thereof upon and subject the terms and conditions contained herein;

**NOW, THEREFORE**, for and in consideration of the sum of One and No/100 Dollars (\$1.00), the recitals stated above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. As of the effective date hereof, the Assignor hereby assigns and transfers to the Assignee all of the right, title, interest and obligations in and to the Subdivision Construction Agreement and the Assignee hereby agrees to and does accept this assignment and in addition expressly assumes and agrees to timely keep, perform, and fulfill all the terms, covenants, conditions and obligations required to be kept, performed, and fulfilled by the Assignor as the Subdivider under the Subdivision Construction Agreement, including the timely completion of all improvements as set forth therein.

2. Assignee hereby agrees to indemnify and hold Assignor harmless from and against all and any costs, liability, damage or expense, including specifically but not limited to, attorneys' fees arising out of acts or omissions of Assignee accruing or arising on or subsequent to the effective date of this Agreement and arising out of or in any way connected with the Subdivision Construction Agreement.
3. City hereby releases, discharges, and agrees to hold harmless Assignor, its officers, directors, shareholders, partners, employees, agents and affiliates, from and against any costs, liability, payments, damage or expense, including specifically but not limited to, attorneys' fees, for all charges and events accruing or arising on or subsequent to the effective date of this Agreement and arising out of or in any way connected with the Subdivision Construction Agreement, and City shall look solely to Assignee for the payment of all expenses and satisfaction of all obligations and other charges after the date of this Agreement, and Assignee hereby assumes said obligations of Assignor for events arising after the effective date of this Agreement.
4. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and assigns.
5. This Agreement, its validity, construction and enforcement shall be governed by and construed in accordance with the laws of the State of Texas where it has been executed and delivered and where the subject property is located.
6. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

EXECUTED EFFECTIVE as of the date and year first above written.

### ASSIGNOR:

A \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_ **§**

§

**COUNTY OF \_\_\_\_\_ §**

Before me \_\_\_\_\_, a Notary Public on this day personally appeared \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, known to me personally or through valid photo identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_,

Notary Public, State of \_\_\_\_\_

**ASSIGNEE:**

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF** \_\_\_\_\_ §  
§  
**COUNTY OF** \_\_\_\_\_ §

Before me \_\_\_\_\_, a Notary Public on this day personally  
appeared \_\_\_\_\_, \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_, known to me  
personally or through valid photo identification to be the person whose name is subscribed to the  
foregoing instrument and acknowledged to me that he executed the same for the purposes and  
consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

## CONSENT OF THE CITY OF AUSTIN

The undersigned is the City in the Subdivision Construction Agreement described in the foregoing Agreement and hereby consents to the assignment of all obligations and responsibilities thereunder to \_\_\_\_\_, a \_\_\_\_\_ (the "Assignee") and agrees to release \_\_\_\_\_, a \_\_\_\_\_ from all liability, and hold Assignee for all payments and obligations arising under the Subdivision Construction Agreement.

**CITY OF AUSTIN, TEXAS**, a home-rule  
municipal corporation

\_\_\_\_\_, Managing Engineer, Or  
Designee Development Services Department

Delegated by: Keith Mars, Interim Director  
Development Services Department

**STATE OF TEXAS**       §  
                                      §  
**COUNTY OF TRAVIS**   §

Before me, \_\_\_\_\_, a Notary Public on this day personally appeared \_\_\_\_\_, Managing Engineer or Designee, Development Services Department as delegated by Keith Mars, Interim Director for the Development Services Department of the City of Austin, a Texas home-rule municipal corporation, known to me through valid identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

City of Austin  
Permitting & Development Center (PDC)  
Development Services Department  
Fiscal Surety Office 4th Floor  
P.O. Box 1088  
Austin, Texas 78767