

**ASSIGNMENT AND ASSUMPTION OF CONSTRUCTION CONTRACT
WEBB COUNTY FAIRGROUNDS PARKING LOT IMPROVEMENTS – PHASE II**

THIS ASSIGNMENT AND ASSUMPTION OF CONSTRUCTION CONTRACT WEBB COUNTY FAIRGROUNDS PARLING LOT IMPROVEMENTS – PHASE II ("Assignment") is made and entered into as of the 1st day of February 2024 ("Effective Date") by and between RRR SEALCOAT & STRIPPING, LLC ("Assignor") and SOLIZ PAVING, INC. ("Assignee").

RECITALS:

A. Assignor, as Buyer, entered into that certain CONSTRUCTION CONTRACT WEBB COUNTY FAIRGROUNDS PARLING LOT IMPROVEMENTS – PHASE II, dated effective February 1, 2024, by and between Webb County, Texas, a Political Subdivision of the State of Texas, as Owner ("Owner") and RRR Sealcoat & Stripping, LLC, a Texas limited liability company, as Contractor ("Construction Contract"); and

B. Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor's interest in and rights and obligations, as the Contractor, under the Construction Contract.

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

1. Assignor hereby irrevocably and unconditionally assigns, conveys, transfers and sets over unto Assignee, its heirs, successors and assigns as of the date hereof, all of Assignor's right, title and interest in, to and under the Construction Contract.

2. Assignee hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and shall be liable for any and all liabilities, claims, obligations, losses and expenses in connection with the Construction Contract arising on or after the Effective Date.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

4. All rights and obligations of Assignee and Assignor hereunder shall be binding upon and inure to the benefit of both Assignor and Assignee and the respective heirs, successors and assigns of each such party.

5. This Assignment may be executed in any number of identical counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Electronic Signatures by facsimile transmittal or PDF file transmitted by email shall be accepted and considered as an original signature. "Electronic

FILED 2/6/2024 3:41pm
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY fruchellgarcia DEPUTY

Signature” means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code Ann. § 322.001 et seq.) as amended from time to time.

[Signatures are on the following page]

|
|
|
|

|
|
|
|

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Sale and Purchase Agreement as of the day and year first above written.

ASSIGNOR:

RRR SEALCOAT & STRIPING, LLC By:


LeRoy Soliz, Manager

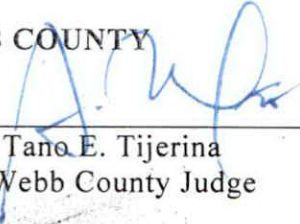
ASSIGNEE:

SOLIZ PAVING, INC.

By: 
Rogelio Soliz, Jr., Director

Pursuant to Section 21. of the Construction Contract as approved by the Webb County Commissioners Court on January 30, 2024 Webb County consents to this assignment:

WEBB COUNTY

By: 
Name: Tano E. Tijerina
Title: Webb County Judge

For:


ATTESTED:

Margie Ramirez Ibarra
Webb County Clerk