

SAN JACINTO RIVER AUTHORITY,

Plaintiff,

v.

QUADVEST, L.P. d/b/a QUADVEST
WATER AND SEWER UTILITY and
WOODLAND OAKS UTILITY, L.P.,

Defendants.

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IN THE DISTRICT COURT OF

MONTGOMERY COUNTY, TEXAS

284TH JUDICIAL DISTRICT

ORDER

San Jacinto River Authority (“SJRA”) filed its Motion for Partial Traditional Summary Judgment on November 16, 2022, moving for summary judgment as to the validity of SJRA’s GRP Contracts; Defendants’ affirmative defenses of lack of consideration, failure of consideration, fraud, illegality, and mutual mistake; and as to Defendants’ counterclaims for fraudulent inducement, mutual mistake, failure of essential purpose, failure of consideration, and illegality.

Having considered SJRA’s Motion for Partial Traditional Summary Judgment, Defendants’ Response, SJRA’s Reply, the arguments of counsel, the pleadings, papers and evidence on file and the applicable law, the Court finds that the Motion should be **GRANTED**.

It is therefore **ORDERED** that SJRA’s Motion for Partial Summary Judgment is **GRANTED**. Defendants’ affirmative defenses of lack of consideration, failure of consideration, fraud, illegality, and mutual mistake, and counterclaims for fraudulent inducement, mutual mistake, failure of essential purpose, failure of consideration, and illegality, are hereby **DENIED**.

The Court has determined as a matter of law that SJRA’s GRP Contracts are incontestable, valid, and enforceable according to their terms.

SIGNED this 16th day of December, 2022.



JUDGE PRESIDING