

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into between R&G Development, LP, a Texas limited partnership, acting through its duly authorized partners, with a principle place of business located at 5017 S. McColl Road, Edinburg, Texas (referenced to herein as "Developer") and City of Mission, a Texas home-rule municipal corporation (hereinafter the "City"); and concerns a development located within Mission, Texas, and effective May 15th, 2024 (the "Effective Date").

WHEREAS, City of Mission seeks to develop a portion of real property owned by Rio Grande Valley Development, Inc.; and

WHEREAS, on December 30, 2003, the Rio Grande Valley Development Inc., filed with the Texas Secretary of State's Office a plan of conversion providing for the conversion of Rio Grande Valley Development, Inc. to R&G Development L.P., a Texas limited partnership; and

WHEREAS, following said conversion accepted by the Texas Secretary of State, real property originally held by Rio Grande Valley Development Inc., transferred to R&G Development L.P.; and

WHEREAS, the City's Code of Ordinances provides that building permits may not be issued or approved as completed until all requirements of the Code of Ordinances have been satisfied; and

WHEREAS, on or about March 23, 2022, the City requested that the Developer dedicate approximately 1.8 acres of real property for right-of-way purposes, specifically the development of Hoerner Road; and

WHEREAS, Developer agreed to the City's request and, in exchange for the land dedicated, the City shall construction Hoerner Road (approximately 1,100 feet of 42' road extension), waterline along proposed Hoerner Road (approximately 1,100 feet of 12" waterline), wastewater line along proposed Hoerner Road (approximately 1,110 feet of 12" wastewater line, including stub outs to the east and west sides of the proposed street), and an adjacent storm system; and

WHEREAS, the City, having determined that development of Hoerner Road and the referenced infrastructure would benefit the general public and Mission residents, and agreed with the Developer to the terms of such a development partnership; and

WHEREAS, the parties desire to formally memorialize this agreement and record the same as a covenant running with the land, to ensure that Developer and its successors, if any carry out Developer's obligations in accordance with this Agreement.

NOWHEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

SECTION 1. DEVELOPER PARTICIPATION

Developer and its successors and assigns, if any, agree to the terms and conditions stated herein, and shall dedicate to the City of Mission, in fee simple by General Warranty Deed, a minimum of 1.8 acres of real property, and as further described in Exhibit A, attached hereto, for right-of-way purposes for the development of Hoerner Road.

SECTION 2. CITY PARTICIPATION

In exchange for the receipt of the real property dedicate by Developer, the City agrees to the terms and conditions stated herein, and shall construct Hoerner Road (approximately 1,100 feet of 42' road extension), waterline along proposed Hoerner Road (approximately 1,100 feet of 12" waterline), wastewater line along proposed Hoerner Road (approximately 1,110 feet of 12" wastewater line, including stub outs to the east and west sides of the proposed street), and an adjacent storm system according to local and state regulations.

SECTION 3. TERM

The term of this Agreement shall begin on the Effective Date, and end upon the complete performance of all obligations and conditions precedent by the parties to this Agreement. Upon execution, this Agreement and the conveyance of real property to the City of Mission by General Warranty Deed shall be recorded in the Hidalgo County Real Property Records as covenants running with the land, and potentially burdening subsequent purchasers of the unbuilt lots, until all obligations of the Developer are satisfied in full.

SECTION 4. VENUE AND GOVERNING LAW

This Agreement is performable in Hidalgo County, Texas, and venue of any action arising out of this Agreement shall be exclusively in Hidalgo County, Texas. This Agreement shall be governed and construed in accordance with the laws and court decisions of the State of Texas.

SECTION 5. NOTICES

Any notice or demand, which any party is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by registered or certified mail, postage prepaid, (iii) emailed, or (iv) sent by commercial overnight carrier, and addressed to:

CITY OF MISSION:

ATTN: Juan Terrazas, Assistant City Manager
1201 East 8th Street
Mission, TX 78572
Email: jpterrazas@missiontexas.us

COPY TO:
Abel Bocanegra, City Engineer
1201 East 8th Street
Mission, TX 78572
Email: abocanegra@missiontexas.us

AND

City Attorney
1201 East 8th Street
Mission, TX 78572
Email: legaldpt@missiontexas.us

R&G DEVELOPMENT L.P.,:
ATTN: Guillermo R. Pechero
5017 S. McColl Road
Edinburg, Texas 78539
Email: _____

or such other address or addresses which any Party may be notified in writing by any other Party to this Agreement.

SECTION 6. APPLICABLE LAWS

This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable state and federal laws. The parties stipulate that this Agreement does not satisfy any other development obligation under law or City ordinances. The parties further stipulate that with respect to the limited scope of this agreement, the funds provided are not disproportionate to the burdens of the development. The parties stipulate that this Agreement does not constitute a permit for development under Chapter 245 of the Texas Local Government Code.

SECTION 7. SUCCESSORS AND ASSIGNS

The terms and conditions of this Agreement are binding upon the successors and assigns of the parties to this Agreement, and stand as obligations running with the land until satisfied in full, regardless of whether the property is developed as the Development, or as any other alternative use.

SECTION 8. SEPARATE STATUS

None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties, nor shall it cause them to be considered joint ventures or members of any joint enterprise.

SECTION 9. CONSTRUCTION AND INTERPRETATION

The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and

interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

SECTION 10. INCORPORATION OF RECITALS

The Recitals set forth hereinabove are declared true and correct and are hereby incorporated into and made a part of this Agreement for all purposes.

SECTION 11. SEVERABILITY

If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

SECTION 12. ENTIRE AGREEMENT

This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all Parties hereto or permitted or approved assignees.

EXECUTED this 15th. day of May 2024, by the City signing by and through its City Manager, and by the Developer(s), acting through its duly authorized officers.

CITY OF MISSION

R&G DEVELOPMENT L.P.

By: _____
Mike R. Perez, City Manager

By:  _____
Guillermo R. Pechero, its General Partner

AFTER RECORDING RETURN TO:

City of Mission
c/o City Attorney's Office
1201 East 8th Street
Mission, Texas 78572

CORPORATE ACKNOWLEDGMENTS

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This instrument was acknowledged before me on the 15th. day of May 2024 by Mike R. Perez, being City Manager of the City of Mission, Texas, a Texas municipality, on behalf of said municipality.

Notary Public, State of Texas

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This instrument was acknowledged before me on the 15th. day of May 2024 by Guillermo R. Pechero, General Partner for R&G DEVELOPMENT L.P., a Texas limited partnership, on behalf of said partnership.



Notary Public, State of Texas

