

GRIFFIN PKWY (F.M. 495)

8"SS MOOREFIELD RD.

SHALOM

15"SS

15"SS

15"SS

8"SS

8"SS

8"SS

BELLA VISTA

BELLA VISTA AVE.

SITE

HUTTON

ELDORADO HEIGHTS

BREYFOGLE PARK

ELIZABETH

UNIT NO. 1

RAMIREZ SUBD.

22 ND STREET

UNIT NO. 3

TOMMY KNOCKER
SUBDIVISION

RAMIREZ

20 TH ST.

SUB. NO. 2

MOOREFIELD RD.

SEWER LINES



CITY OF MISSION
HIDALGO COUNTY, TEXAS

1201 E. 8th. Street
MISSION, TX 78572

PH: (956) 580-8672
FAX: (956) 580-8680

DATE:06-06-25

No.

**INTERLOCAL AGREEMENT REGARDING
SEWER SERVICE TO DESIGNATED AREAS**

STATE OF TEXAS

§

§

COUNTY OF HIDALGO

§

This Agreement Designating Retail Sewer Service Territory and Coordinating Operations ("Agreement") is made and executed by and between the Agua Special Utility District ("Agua SUD"), and the City of Mission, Texas ("Mission"). Agua SUD and Mission may be collectively referred to herein as the "Parties".

I. RECITALS

WHEREAS, Agua Special Utility District, a special utility district in Hidalgo and Starr Counties created under and essential to accomplish the purposes of Section 59, Article XVI, Texas Constitution, and operating in accordance with Chapter 7201, Special District Local Laws Code, and Chapters 49 and 65, Water Code; and has sewer certificate of convenience and necessity ("CCN") No. 20785 (hereinafter referred to collectively as "Agua SUD's sewer CCN"); and

WHEREAS, Mission is a Texas municipal corporation which holds sewer CCN No. 20768; and

WHEREAS, The Agua Special Utility District Board of Directors collectively are responsible for the security and disposition of all of the Agua SUD assets and service area, and

WHEREAS, Agua SUD is certificated for sewer service to an area adjacent to Mission as shown on Exhibit A attached hereto and incorporated herein, and

WHEREAS, as of the date of this Agreement, Agua SUD has not provided sewer service to the area identified on Exhibit A; and

WHEREAS, the developer the properties further described in Exhibit A desire to obtain sewer service from Mission until such time as service may be provided by Agua SUD; and

WHEREAS, Mission desires to provide sewer service to said developers until such time as sewer service may be provided by Agua SUD; and

WHEREAS, Agua SUD and Mission agree it is mutually beneficial to both entities and will ensure the public health and safety are protected if Agua SUD and Mission coordinate with each other regarding the temporary provision of sewer service to the area identified in Exhibit A; and

WHEREAS, Agua SUD and Mission concur to enter into this agreement for services under Texas Water Code § 13.248, and the Interlocal Cooperation Act, Texas Government Code §§ 791.011 and 791.026; and

NOW, THEREFORE, for and in consideration of the foregoing mutual benefits, covenants, and agreements herein expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, Agua SUD and Mission agree as follows:

II. TERMS OF AGREEMENT

- (1) Provision of Sewer Service to Area. Agua SUD hereby agrees that Mission may temporarily provide sewer service to customers within the area identified on Exhibit A. The area within Exhibit A shall remain singly certificated to Agua SUD, and Agua SUD may provide service to any customers within the area that is not served by Mission. Mission shall cease providing service to the area and transfer its customers in the area to Agua SUD after receipt of a written notice from Agua SUD that it has sewer service immediately available to thus provide service to customers served by Mission in the area. The notice of AGUA's sewer availability shall be prepared and provided to Mission in accordance with this Agreement. The notice shall be provided to Mission in accordance with Paragraph III. (9) of this Agreement. The notice shall identify the properties within the area identified on Exhibit A that Agua SUD will provide service. The notice shall provide a date and time for the transfer of the customers to Agua SUD, but in no event shall the transfer occur in less than thirty (30) days after Agua SUD sends the notice. Mission shall orderly transfer and relinquish the affected customers and cease to provide sewer service to those customer locations on said date and time. The parties shall cooperate and work together for the orderly transfer of those customer locations from Mission to Agua SUD.
- (2) It shall be AGUA SUD's responsibility to notify their CCN customers that the transition of sewer service will occur on the date and time specified in said notice. In connection therewith, when Mission dis-engages service via this Agreement, Agua SUD shall indemnify and hold Mission harmless from any liability for any damages resulting to said customers for failure to comply with the requirements for transition of their sewer service.
- (3) Customers and Facilities in the Areas to be Served. As of the Effective Date of this Agreement, there are no Agua SUD sewer customers or facilities, distribution lines, or related equipment in the area identified by Exhibit A. No facilities or customers will be transferred from Agua SUD to Mission under this Agreement.
- (4) Incorporation into CCNs. Agua SUD or the City of Mission may file this Agreement with the Public Utility Commission of Texas ("PUC") to request that this Agreement be incorporated into the respective CCNs of Mission and Agua SUD pursuant to Texas Water Code § 13.248. If Agua SUD or Mission elects to file this Agreement with the PUC, Agua SUD and Mission shall endeavor to obtain PUC approval of the incorporation

of the terms of this Agreement into the respective CCNs of each Party in an expeditious manner and will support and cooperate with each other and the PUC to accomplish this goal. Agua SUD and or Mission shall prepare all of the required documents and maps required by the PUC to incorporate this Agreement into their respective CCNs.

- (5) Effective Dates. This Agreement is effective and enforceable on the date this Agreement is fully executed.
- (6) Section 13.248. This Agreement shall be construed and interpreted in accordance with Section 13.248 of the Texas Water Code.

III. MISCELLANEOUS

- (1) Applicable Texas Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.
- (2) Performance. The obligations and undertakings of each of the parties to this Agreement shall be performed in Hidalgo County, Texas. Except for matters within the jurisdiction of the PUC (or its successor), the parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Hidalgo County, Texas.
- (3) Entire Agreement. This Agreement contains the entire agreement of Agua SUD and Mission with respect to the subject matter of the Agreement. No Agreement, statement, or promise made by any party or to any employee, agent, or officer of any party, that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the parties hereto.
- (4) Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of this provision shall be void and of no effect.

- (5) Agreement Drafted Equally. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption of principle that the language herein is to be construed against either Party shall not apply.
- (6) Severability. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- (7) Attorney's Fees. In the event of any suit or other adjudication between the Parties to enforce any claim arising out of this Agreement, or to interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its fees, damages, costs, attorney's fees, and such other and further relief from the non-prevailing Party, general or special, at law or in equity.
- (8) Covenant of Authority. The respective signatories to this Agreement covenant that they are fully authorized to sign this Agreement on behalf of their respective party.
- (9) Notices. Unless expressly required otherwise, any notice required or permitted hereunder shall be in writing and shall be deemed to be delivered on the date received if delivered by hand, or, if deposited in the mail, such notice shall be deemed to be delivered, whether actually received or not, on the second business day after having been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to Agua SUD or Mission for all purposes under this Agreement as follows:

If to Agua SUD:

Agua SUD District Manager
P.O. Box 4379
Mission, Texas 78575-0075

If to Mission:

City of Mission City Manager
1201 E. 8th St.
Mission, Texas 78572

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by written notice as prescribed in this subsection (9).

(10) Business Days. In the event that any date or any period provided for in this Agreement shall end on a Saturday, Sunday or legal holiday, the applicable period shall be extended to the first business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Texas.

(11) Exhibits. All references to exhibits contained herein are references to exhibits attached hereto, all of which are made a part hereof.

(12) Recitals. The recitals in this agreement are true, correct, and incorporated by reference.

(13) Agreement Term. This Agreement shall be for a term commencing on the Effective Date and ending upon the transfer of all customers of Mission located within the area identified on Exhibit A to Agua SUD, or the termination by Mission of sewer service to all properties located within the area identified on Exhibit A.

IN WITNESS WHEREOF, EXECUTED by the Board President of Agua SUD and the Mayor of the City of Mission under the authority of their respective governing bodies in Duplicate Originals on the dates indicated below.

AGUA SPECIAL UTILITY DISTRICT

BY:
Jose Luis Ochoa, Jr., President

Date: June 2, 2025

ATTEST:


District Manager of Agua SUD

CITY OF MISSION

BY: _____

_____, Mayor

Date: _____

ATTEST:

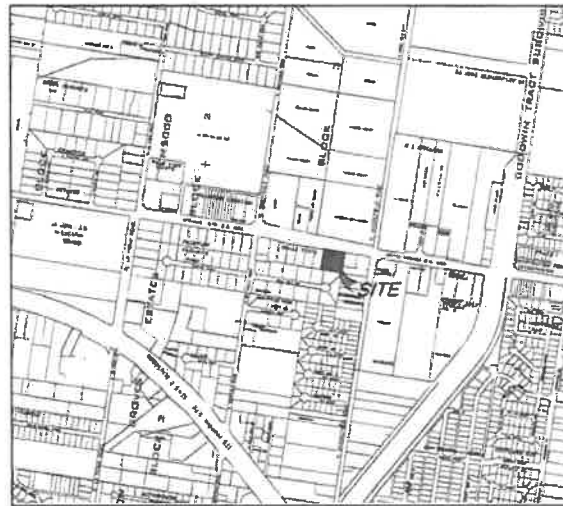
City Secretary of the City of Mission

PALMVIEW PLAZA

LOTS 1 AND 2 BELLA VISTA SUBDIVISION

PALMVIEW, TEXAS

PROPOSED SITE PLAN, WATER, SEWER, PAVING & DRAINAGE IMPROVEMENTS



LOCATION MAP
Scale: 1" = 500'

2025

BENCH MARK INFORMATION:
T.B.M. #1: SQUARE CUT ON TOP
OF TYPE "F" INLET LOCATED
16.0 FEET NORTH OF NORTH
PROPERTY LINE; ELEV. = 144.26
N. 16610389.0890
E. 1031743.9850

VERIFY LOCATION AND
ELEVATION OF BENCH MARK
BEFORE CONSTRUCTION.

INDEX

SHEET C1	COVER SHEET
SHEET C2	TOPOGRAPHICAL SURVEY & DEMOLITION PLAN
SHEET C3	PROPOSED SITE PLAN
SHEET C4	PROPOSED SITE PLAN CONTINUE
SHEET C5	PROPOSED UTILITY PLAN
SHEET C6	PROPOSED UTILITY PLAN CONTINUE
SHEET C7	PROPOSED GRADING PLAN
SHEET C8	PROPOSED CONSTRUCTION JOINTS
SHEET C9	LANDSCAPE LAYOUT
SHEET C10	EROSION CONTROL LAYOUT
SHEET C11	WALL & DETAILS
SHEET C12	STREET & STORM DETAILS
SHEET C13	SANITARY DETAILS

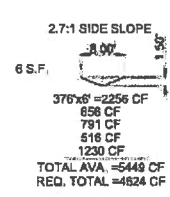


MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. WENTWORTH AVE. (505) 381-0981
FONDURGO, TX 76341 FAX: (505) 381-1830
ESTABLISHED 1947 www.meldenhunt.com

PLANS CORRECT

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FRED L. HUNT, P.E. DATE
JOB No. **21202.00**
SHEET **C1** OF **13** SET No.



Provided Parking	72 spaces
Provided Hangar	3 spaces
Provided Landscaped Green Space	9,345 SF
Lot Area	50,140 SF





LEGAL:
1.151 OF ONE ACRE
[50,140 Sq. Ft.]
ALL OF LOT 1 AND 2, OUT OF
BELLA VISTA SUBDIVISION
VOLUME 29, PAGE 28 C.C.M.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

- 1 2 3 4 5 6 7 8 9 10
- 1 FOUND NO A REMAIN
 - 2 FOUND IN POOL
 - 3 COT BARE
 - 4 TYP HYPERMAG
 - 5 WATER METER
 - 6 BATHROOM BATTERY MATHS
 - 7 NO TYPE "A" BATTERY
 - 8 TYPE "C" BATTERY
 - 9 TWO ELECTRIC ROSE
 - 10 TRANSFORMER
- 1 2 3 4 5 6 7 8 9 10
- 1 BLACK PIGEON
 - 2 CHAIN LINK FENCE
 - 3 ASPHALT ALLEY
 - 4 OVER-ROAD POWER LINE
 - 5 SHED ON TOP OF HILL TO BACK OF CURB
 - 6 ROAD IN MOUTH OF HILL
 - 7 HIGHEST GROUND MAY RECORDER
 - 8 NO CURB
 - 9 BATHROOM BATTERY
 - 10 LOT "B"

LEGEND

-  No. 4 REBAR FOUND
 FIRE HYDRANT
 PROPOSED MANHOLE
 PAINTING / STAINING
 PROPOSED SIGN
 PROPOSED BOUNDARY OF LOT
 EXISTING SANITARY
 SEWER MANHOLE
 PROPOSED EASEMENT

- PROPOSED LANDSCAPED
AND DEFINITION AREA
- PROPOSED SIDEWALK/DUMPSTER
PAD CONCRETE PAVEMENT
- PROPOSED 81-3' MEDIAN
DUTY CONCRETE PAVEMENT
6" REINFORCED CONCRETE
- PROPOSED 81-3' LIGHT
DUTY CONCRETE PAVEMENT
2" OF ASPHALT & 6" CONCRETE

-  NUMBER OF PARKING STALLS
 DIRECTION OF TRAFFIC
 PROPOSED LIGHT POLE


Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 3223585

Billable Pages: 2

Recorded On: May 14, 2021 08:49 AM

Number of Pages: 3

*****Examined and Charged as Follows*****

Total Recording: \$ 40.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 3223585
Receipt No: 20210514000036
Recorded On: May 14, 2021 08:49 AM
Deputy Clerk: Belya Trevino
Station: MCALLEN-CC-K24

Record and Return To:

Corporation Service Company
919 North 1000 West
Logan UT 84321



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: May 12, 2021

Grantor: ARTURO GUAJARDO and ANGELICA GUAJARDO, a married couple
Grantor's Mailing Address (including county): 1213 E. Veterans
Mission, Texas 78572
Hidalgo County, Texas

Grantee: JOSE MANUEL SALAZAR, JR., and ERIKA MARLEN QUINTANILLA
Grantee's Mailing Address (including county): 1400 Melinda Drive
Mission, Texas 78572
Hidalgo County, Texas

Consideration: Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

Lots 1 and 2, Bella Vista Subdivision, an addition to the City of Palmview, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 36, Page 51, Map Records, Hidalgo County, Texas.

Reservations from Conveyance and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in VOLUME 36, PAGE 51, MAP RECORDS AND DOCUMENT NO. 891383, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

Mineral and/or royalty grant and/or reservation in instrument dated September 30, 1960, recorded in Volume 994, Page 662 and dated May 22, 1961, recorded in Volume 1007, Page 411, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed herein or not.

Contract, Easement and Use Restriction dated October 3, 2000, recorded under Clerk's File No. 935167, Official Records, Hidalgo County, Texas.

Easements, Rules, Regulations and Rights in favor of Hidalgo County Irrigation District No. 6.

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Taxes for the year 2021 and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

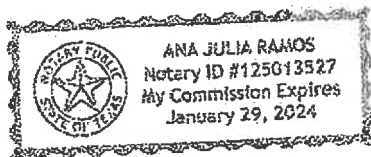

ARTURO GUAJARDO


ANGELICA GUAJARDO

(Acknowledgment)

STATE OF TEXAS
COUNTY OF Hidalgo

This instrument was acknowledged before me on the 18th of May, 2021, by ARTURO GUAJARDO and ANGELICA GUAJARDO, a married couple.



C. A. T. C.
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
JOSE MANUEL SALAZAR, JR., and
ERIKA MARLEN QUINTANILLA
1400 Melinda Drive
Mission, Texas 78572

PREPARED BY:
LEWIS PEÑA FALCON & COOK
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 935345; DF:lc