

**INTERLOCAL AGREEMENT REGARDING  
SEWER SERVICE TO CUSTOMER**

**STATE OF TEXAS** §

§

**COUNTY OF HIDALGO** §

This Interlocal Agreement Regarding Retail Sewer Service to Customer ("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 developers of 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 Antonio Madrigal and 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. 8<sup>th</sup> 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:

Adriana Villarreal  
Dr. Villarreal, President

Date:

December 16, 2024

ATTEST:

Ruth Salas  
District Manager of Agua SUD

CITY OF MISSION

BY:

\_\_\_\_\_, Mayor

Date:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Secretary of the City of Mission

# Exhibit A



29

# **WARRANTY DEED**

226350

Vol. 3124 Page 389

Date: August 20, 1991  
Grantor: FIRST STATE BANK AND TRUST COMPANY OF MISSION, TEXAS  
Grantor's Mailing Address (including county):  
P. O. Box 550  
Mission, Hidalgo County, Texas 78572  
Grantee: COUNTY OF HIDALGO  
Grantee's Mailing Address (including county):  
P. O. Box 1356  
Edinburg, Hidalgo County, Texas 78540  
Consideration: TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration to the undersigned paid by the Grantee herein, the receipt of which is hereby acknowledged.

**Property (including any improvements):**

See Exhibit "A" attached hereto and made a part hereof for all purposes.

**Reservations from and Exceptions to Conveyance and Warranty:**

See Exhibit "B" attached hereto and made a part hereof for all purposes.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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



FIRST STATE BANK AND TRUST COMPANY  
OF MISSION, TEXAS

By: *Elliott B. Bottom*  
Elliott B. Bottom, President

Vol 3124 Page 390

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 23rd day of August, 1991  
by Elliott B. Bottom, President  
of FIRST STATE BANK AND TRUST COMPANY OF MISSION, TEXAS  
a state banking corporation, on behalf of said corporation.

*Celestine D. McMahon*  
Notary Public, State of Texas  
Notary's name (printed): Celestine D. McMahon  
Notary's commission expires: 12-31-92

AFTER RECORDING RETURN TO:

Stephen L. Crain  
Atlas & Hall  
P. O. Drawer 3725  
McAllen, Texas 78502

PREPARED IN THE LAW OFFICE OF:

Atlas & Hall

Being 30.30 acres of land situated in Hidalgo County, Texas and also being a part or portion of Lot 22 and Lot 23 and all of Lots 20 and 21, Block 3, Mission Groves Estates Subdivision (Deed Reference: Volume 5, Page 21, Hidalgo County Map Records) and said 30.30 acres of land being more particularly described as follows:

BEGINNING in the centerline of Moorefield Road and the southeast corner of said Lot 21, Block 3, Mission Groves Estates Subdivision for the southeast corner of this tract;

THENCE, with and along the south lines of Lot 21 and 20, N 81° 10'00" W, at 20.0 feet pass a found 1/2" iron rod for the West right-of-way of Moorefield Road, at 660.0 feet pass the common lines of Lot 20, 21, at 1300.0 feet pass a found 1/2" rod for the East right-of-way line of Schuerbach Road, and continuing a total distance of 1320.0 feet to the centerline of Schuerbach Road for the southwest corner of this tract;

THENCE, with and along the centerline of Schuerbach Road and the West line of Lot 20 and 23, N 08° 50'00" E, at 640.0 feet pass the common line of Lots 20 and 23, and continuing a total distance of 1000.0 feet to the northwest corner of this tract;

THENCE, S 81° 10'00" E, at a distance of 20.0 feet, pass a found 1/2" iron rod for the East right-of-way line of Schuerbach Road, at a distance of 660.0 feet pass the common lot line of Lot 23 and 22, at a distance of 1300.0 feet, pass a found 1/2" iron rod for the West right-of-way line of Moorefield Road, and continuing a total distance of 1320.0 feet to the centerline of Moorefield Road and the northeast corner of this tract;

THENCE, with and along the centerline of Moorefield Road and the East line of Lots 22 and 21, S 08° 50'00" W, at a distance of 660.0 feet pass the common line for Lots 22 and 21, and continuing a total distance of 1000.0 feet to the POINT OF BEGINNING and containing 30.30 acres of land, of which 0.918 of an acre lies in the road right-of-way of said roads, leaving a net of 29.382 acres of land more or less.