

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**DEVELOPMENT AGREEMENT**

This Development Agreement (“Agreement”) is entered into between Fortis Land Company, LLC, acting through its duly authorized officers, with a principle place of business located at 222 West University Drive, Edinburg, Texas 78539 (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 March 23, 2022 (the “Effective Date”).

**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 upsize off-site drainage improvements; specifically, increasing the 24” line and related structures up to a 36” line; and

**WHEREAS**, Developer agreed to the City’s request in exchange for remittance of materials for the upsizing, including related inlets and manholes, in an amount not to exceed \$57,788.12; and

**WHEREAS**, the City, having determined that the upsized off-site drainage 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 that the terms and conditions stated herein, and in accordance with the following schedule: Pay for all costs associated with the installation of a 36” drainage improvements, including related inlets and manholes in the Lantana Landing Subdivision, in Mission, Texas, at Developer’s costs.

**SECTION 2. CITY PARTICIPATION**

The City agrees to the terms and conditions stated herein, and in accordance with the following schedule: Upon completion of the Developer’s installation of the required 36” drainage improvements as stated in Section 1, the City shall remit to the Developer an amount not to exceed FIFTY-SEVEN THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS TWELVE

CENTS (\$57,788.12) for materials purchased and used for the up-sized drainage improvements conducted by Developer.

### **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 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 8<sup>th</sup> Street  
Mission, TX 78572  
Email: [jpterrazas@missiontexas.us](mailto:jpterrazas@missiontexas.us)

#### **COPY TO:**

Abel Bocanegra, City Engineer  
1201 East 8<sup>th</sup> Street  
Mission, TX 78572  
Email: [abocanegra@missiontexas.us](mailto:abocanegra@missiontexas.us)

AND

Victor A. Flores, City Attorney  
1201 East 8<sup>th</sup> Street  
Mission, TX 78572  
Email: [vaflores@missiontexas.us](mailto:vaflores@missiontexas.us)

**FORTIS LAND COMPANY, LLC:**

ATTN: Omar Garcia  
222 West University Drive  
Edinburg, Texas 78539  
Email: omar@ogbuild.com

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 \_\_\_\_ day of November, 2023, by the City, signing by and through its City Manager, and by the Developer(s), acting through its duly authorized officers.


**APPROVED AS TO FORM:**

**CITY OF MISSION**

By:   
Victor A. Flores, City Attorney

By: \_\_\_\_\_  
Randy Perez, City Manager

**FORTIS LAND COMPANY, LLC**  
**By and through its authorized agent:**

By:   
(Print) Omar Garcia  
(Title) President

**AFTER RECORDING RETURN TO:**

City of Mission  
c/o Victor A. Flores, City Attorney  
1201 East 8th Street  
Mission, Texas 78572

**CORPORATE ACKNOWLEDGMENTS**

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

This instrument was acknowledged before me on the \_\_\_ day of November, 2023 by Randy Perez, being City Manager of the City of Mission, Texas, a Texas municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
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This instrument was acknowledged before me on the 3<sup>rd</sup> day of November, 2023 by Omar F. Garcia, authorized agent for Fortis Land Company, LLC, a Texas limited liability company, on behalf of said company.

Deborah N. Espinosa  
\_\_\_\_\_  
Notary Public, State of Texas

