

WATER SERVICE AGREEMENT

AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED SUBDIVISION:

NAME: Hidalgo County Courthouse Subdivision

LOCATION: 100 North Closner Blvd, Edinburg, Texas 78539

LEGAL DESCRIPTION: Being a resubdivision of 9.986 acres out of Block 231,232,253,254 and Closner Blvd, Edinburg Original Townsite (Vol 1 Page 23, H.C.M.R) City of Edinburg.

I. PARTIES

This Agreement is by and between the City of Edinburg (City) and the Subdivider, to wit: The City of Edinburg is the governing board and owner of a retail public utility which supplies drinking water known as the City of Edinburg Public Utilities.

The Subdivider is **Hidalgo County**, who is the owner, or the authorized agent of the owner, of a tract of land in Hidalgo County, Texas, within the City of Edinburg's city limits, that has been proposed to be divided into a subdivision known as **Hidalgo County Courthouse Subdivision**.

II. TERMS

This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development Board's Economically Distressed Areas Program Model Subdivision Rules, pursuant to Ordinance No. 2216, passed and approved by the City Council of the City of Edinburg on August 15, 2000. The Subdivider has prepared a plat of the Subdivision for submission to Hidalgo County for its approval. The Subdivider plans to construct for the Subdivision a drinking water distribution system to be connected to the City of Edinburg's public water system. The City has reviewed the plans for the said Subdivision and has estimated the drinking water flow anticipated to be needed by the Subdivision under fully built-out conditions to be approximately **864** gallons daily.

The City covenants that it has or will have the ability to provide the anticipated water flow for at least thirty (30) years, and that it will provide that water flow. The City reserves the right to provide the needed water at the time and on the terms and conditions which the City believes is most advantageous to the City. These covenants will be in effect until thirty (30) years after the plat of the Subdivision has been recorded and the Subdivision's water distribution system has been connected to the City's water supply system.

The Subdivider covenants that the water distribution system will be constructed as shown in the Plans and as provided for through the plat-approval process so that the residents of the lots of the Subdivision may receive drinking water service from the City. Upon completion of the water distribution system and upon its approval and acceptance by the City, the Subdivider will convey to the City all right and title to the water distribution system.

The Subdivider has paid the City of Edinburg the sum of **\$325.00**, which sum represents the estimated total cost, more or less, for water meters, water rights acquisition fees, and all membership or other fees associated with connecting the individual lots in the Subdivision to the City's water supply system. In the event the estimated total amount paid exceeds the actual cost, the City will refund the difference to the Subdivider. If, however, the estimated total amount paid is under the actual cost, the Subdivider will be required to pay the difference to the City.

The above provision notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by the City of Edinburg, whose approval is required.

By affixing his or her signature to this Agreement, the person signing for the City of Edinburg warrants that he or she is authorized to sign this Agreement on behalf of the City of Edinburg. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is authorized to sign this Agreement on behalf of the Subdivider.

This Agreement is effective on _____, 2019.

CITY OF EDINBURG

By: _____
Printed Name: Juan G. Guerra, CPA
Office or Position: City Manager
Date: _____

SUBDIVIDER:

By: _____
Printed Name: _____
Office or Position: _____
Date: _____

APPROVED AS TO FORM:

BY: _____
Omar Ochoa
City Attorney