



**Hidalgo County
Planning
Department**

T.J. Arredondo, CFM
Director of Planning

Main Office

1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office

902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation

1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation

2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

PIPELINE AND UTILITY PERMIT APPLICATION PACKET

THE STATE OF TEXAS

COUNTY OF HIDALGO

PRECINCT 3

**APPLICATION AND AGREEMENT FOR PIPELINE OR
UTILITY PERMIT**

Date: October 8, 2019

Agua Special Utility District (hereinafter referred to as "Applicant") does hereby make application to the Hidalgo County through the Hidalgo County Planning Department (hereinafter referred to as "HCPD") to construct, maintain and repair pipelines or utilities across the easements, right-of-ways, property or property interest as described below.

Information required:

1. Name, Address and Phone number of Applicant:

Agua Special Utility District, Kristina Peña (Customer Service Rep.)

3120 North Abram Road, Palmview, Texas 78572. (956) 585-2459

2. Name, Address and Phone number of company or agency owning Pipeline or Utility (please indicate if same as Applicant):

Same as Applicant

3. Name, Address and Phone number of operator of Pipeline or Utility (please indicate if same as Applicant):

Same as Applicant

4. Name, Address and Phone number of contractor to install Pipeline or Utility:

Agua Special Utility District



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12. Utility Crossing Coordinate X: 1019964.04 Y: 16646260.18
(NAD 83 Texas South FIPS 4205 feet)
13. Number and size of lines:
One - 3/4" Service Connection w/ 2" PVC Casing from existing 8" WL
14. Pressure (each line):
+/-35 PSI (To Be Higher Upon Completion of Booster Station in Construction)
15. Content (each line):
Water
16. Estimated date of installation of Pipeline or Utility:
Upon approval by County Commissioners Court



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If requested permit is granted by HCPD, Applicant, in consideration thereof, agrees and binds itself as follows:

1. All pipelines or utilities herein will be horizontally placed within the right-of-way as determined by HCPD and at a minimum depth of five (5) feet below natural ground. Depth, horizontal, and vertical location shall be confirmed by HCPD Inspectors.
2. Location map, profile, and plans concerning the proposed pipeline or utility crossing will furnished with this application.
3. HCPD will be notified in writing ten days prior to the beginning date of construction under this permit.
4. Applicant will bear the entire expense of all future relocations of any pipelines or utilities should such relocation, at the sole discretion of the Hidalgo County Commissioners Court, be necessary for improvements, alteration, or maintenance of the Hidalgo County's easement or property of interest.
5. Applicant will notify the HCPD at least 48 hours prior to covering work and or completion of its work and removal of its equipment from the job site to permit HCPD to make an inspection.
6. Upon notification by the HCPD, the Applicant will promptly repair or rectify any deficiency or condition caused by the Applicant's operations or installations under this permit. Applicant will leave easement in as near the same condition or better, in the HCPD's sole judgment, as it existed prior to the commencement of the operations under this permit.
7. Hidalgo County shall not be liable or responsible for, and shall be saved and held harmless by Applicant, and further shall be indemnified by Applicant, from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, attorney's fees, and engineering fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Applicant under this agreement, including claims and damages arising in part from the negligence of the Hidalgo County.



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It is the expressed intent of the parties to this agreement that the indemnity provided for in this section is extended by Applicant to indemnity and protect Hidalgo County from the consequences of Hidalgo County's own negligence, whether that negligence is the sole or contributory cause of the resultant injury death, or damage.

Applicant further agrees to defend, at its own expense, with attorneys acceptable to Hidalgo County and on behalf of the Hidalgo County, and in the name of Hidalgo County, any claim or litigation brought against the Hidalgo County in connection with any such injury, death or damage.

Before construction is begun on such pipeline or utility crossings, Applicant will furnish to the HCPD a certificate of insurance (or other security approved by the HCPD) payable to Hidalgo County and protecting Hidalgo County (as an additional named insured) against any claims for personal injuries or damages to property resulting from the operations of Applicant, its agents, servants, employees, and contractors under this permit. Insurance is to be supplied in accordance with the attached Schedule A.

8. Hidalgo County makes no warranties, expressed or implied, in the granting of this permit; nor does Hidalgo County purport to grant any property interest or exclusive privileges whatsoever by granting such permit. It is specifically understood that Hidalgo County is not the agent for, nor does it act for, the fee owners or any persons or entities having any right, or title to possession of the land upon which the Hidalgo County's easement or other property interest is located. Furthermore, in granting this permit Hidalgo County makes no representation or warranty that it has any property interest, including, but not limited to, an easement or right of way, in the land

upon which Applicant constructs, maintains, repairs, or modifies the pipelines or utilities, made the subject of this application, nor does Hidalgo County make any representation or warranty as to the validity, quality or extent of such property interest, if any. Applicant acknowledges its understanding that Hidalgo County in granting this permit, does not convey or grant to Applicant any rights, title or interest for which is has no legal authority to grant or convey.

9. Applicant binds itself to comply with all federal, state, and local laws or regulations and will obtain all necessary permits from all local and federal agencies required by law before installation or construction is begun.



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10. Applicant will install its pipelines and utilities in a manner and location as shown in the plans and specifications filed with HCPD in support of this application for permit. Hidalgo County Planning Department's representative may at any time make such inspection as such engineer or other representation may deem necessary to assure that the construction of the pipeline or utilities is in accordance with the plans and specifications submitted, and said engineer or representative shall have the right to temporarily suspend Applicant's work if necessary, while such inspection is being made. Should Applicant not install the pipelines or utilities in accordance with the terms and conditions of this permit, Applicant agrees that the Hidalgo County shall have the right to require, at Applicant's expense, the removal of the pipelines and utilities and its replacement in conformance to said plans and specifications and conditions of this permit. Hidalgo County may revoke this permit and suspend all work hereunder if it is determined by Hidalgo County that the pipelines or utilities are not being installed in accordance with such plans and specifications and conditions of this permit. The suspension or revocation of this permit shall not be a basis for a claim for damages against Hidalgo County.
11. Except in emergency situations where it is necessary to protect life and property, Applicant will not make any change, modification, or alteration in or to the pipelines or utilities without first securing a new or amended permit from Hidalgo County prior to the making of any such change. Applicant will maintain the pipelines or utilities hereby authorized in good and safe condition, and in accordance with plans, specifications, and this permit.
12. Applicant agrees to pay HCPD a permit fee to cover administrative costs in the amount of **\$500.00**, plus a reimbursement to HCPD for any necessary engineering fees which may be incurred for the study and processing of the Application. This fee will permit a single pipeline or utility to be within County right-of-way. Applicant further agrees to pay an additional fee of **\$500.00** for each additional line included in permit application at the same location; however, more than one location may be included in a single application.

Requests to lay additional line or lines, not included in an initial permit application, must be made by separate application, with new permit fees paid accordingly and support data provided.



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Permit fees may be waived where Applicant is a state, county, municipality, or a special political subdivision.

13. The Applicant is allowed one hundred twenty days (120) from the granting of the permit to start construction of the pipelines or utilities crossings. Once started, the Applicant is allowed ninety (90) days to complete all work under such permit. All construction must be completed within two hundred ten (210) days from the date of issuance of permit. Upon application, extension of the time periods set forth in this paragraph may be granted by the Hidalgo County Commissioners Court. Such applications for extension must be received by HCPD at least thirty days before the expiration of the two hundred ten (210) days period. A new permit fee, in accordance with Paragraph 12 hereof, will be charged for each extension granted.

Construction of any pipeline or utility crossing will not begin until written approval has been given by HCPD.

14. All provisions of the Pipeline and Utility Permit Administration Policy of Hidalgo County, if any, and all amendments thereto, are hereby incorporated herein as part of the terms and conditions of this permit for all purposes.
15. Applicant warrants and represents that it has secured from all fee owners of the involved property an easement or other property rights to construct, repair or modify the pipeline or utility in the manner set forth herein.
16. This Pipeline and Utility Permit if granted by Hidalgo County is subject to any and all other requirements, specifications and conditions listed in Exhibit A attached hereto.
17. Hidalgo County requires all coordinates of all utility crossings. Horizontal datum to be in NAD 83 State Plane Texas South 4205 feet and vertical datum in NAVD 88 Geoid 12a.



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18. This permit constitutes the entire agreement between the parties with regard to the subject matter hereof, and all prior agreements, representations, and negotiations between the parties regarding the subject matter are hereby superseded. This permit shall not be altered or amended except by an agreement in writing executed by the parties hereto.

19. Applicant warrants and represents that its undersigned representative has full authority to bind Applicant to the terms and conditions of the foregoing Application and Agreement for Pipeline or Utility Permit.

DATED this 8th day of October, 2019.

Emigdio Salinas
(Name of Applicant – Printed or Typed)

By: [Signature]
Signature

Title: President

STATE OF TEXAS
COUNTY OF HIDALGO

SUBSCRIBED AND SWORN TO before me the Applicant, Emigdio Salinas, on this 8th day of October, 2019, to which witness my hand and seal of office.



[Signature]
Notary Public for the State of Texas

My Commission Expires: 4/22/22



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**APPROVAL OF APPLICATION BY
HIDALGO COUNTY PLANNING DEPARTMENT**

Came on for consideration this _____ day of _____,
20____. The above and foregoing Application for Pipeline and Utility
Permit, and after consideration of the same by the Hidalgo County
Commissioners Court, said Application and Agreement for Pipeline or
Utility Permit is hereby APPROVED.

HIDALGO COUNTY:

Richard F. Cortez, County Judge



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EXHIBIT A

(Please insert description of project location and supporting documents for proposed utility work)

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IAM Insurance Agency L.L.C. P.O. Box 657 Edinburg, Texas 78540	CONTACT NAME: Smiley Martinez	FAX (A/C, No): () --	
	PHONE (A/C, No, Ext): (956) 207-2789	E-MAIL ADDRESS: iamins@sbcglobal.net	
INSURED Agua Special Utility District P.O. Box 4379 Mission, TX 78573	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Texas Mutual Insurance Company		
	INSURER B: NAS INSURANCE SERVICE		
	INSURER C: Philadelphia Ins. Company		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1973998-673561	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1973998-673561	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1973998-673561	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0002014134	05/01/2019	05/01/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Phys Damage-Covered Symbols	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1973998-673561	05/01/2019	05/01/2020	ACV 1,000,102
B	02,08 Cyber Liability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	WN174696-1	05/01/2019	05/01/2020	Retention Aggregate \$ 0,000/30,000 Security & Privacy Liability \$ 0,000

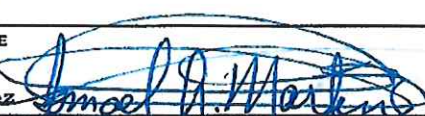
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County
2818 S.Hwy 281
Edinburg, Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ismael A. Martinez 

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DEED OF TRUST

Date: October 7, 2013

Grantor: Francisco J. Delgado and Meliza G. Delgado
Grantor's Mailing Address (including county):
501 E. Jasmine Apt 206
McAllen, Texas 78501
Hidalgo County, Texas

Trustee: Robert Geissler
Trustee's Mailing Address (including county):
323 Nolana
McAllen, Texas 78504
Hidalgo County, Texas

Beneficiary: Zitro Investments, LLC
Beneficiary's Mailing Address:

604 Palmview Dr
Mission, Texas 78574

Note:

Date: October 7, 2013
Amount: Sixty-Five Thousand and 0/100 Dollars (\$65,000.00)
Maker: Francisco J. Delgado and Meliza G. Delgado

Payee: Zitro Investments, LLC

Property (including any improvements):

Lot(s) 63, The Nick Doffing Co. Subdivision, No. 1 as shown by the map or plat thereof recorded in Volume 5, Page 24, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes

Other Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of The Nick Doffing Co. Subdivision, No. 1 as shown by the map or plat thereof recorded in Volume 5, Page 24, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes; ; and
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor and Beneficiary covenant and agree as follows:

1. **Payment.** Grantor shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Deed of Trust shall be made in U.S. currency. However, if any check or other instrument received by Beneficiary as payment under the Note or this Deed of Trust is returned to Beneficiary unpaid, Beneficiary may require that any or all subsequent payments due under the Note and this Deed of Trust be made in one or more of the following forms, as selected by Beneficiary: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Beneficiary when received at the location designated in the Note or at such other location as may be designated by Beneficiary. Beneficiary may return any payment or partial payment if the payment or partial payments are insufficient to bring the Note current. Beneficiary may accept any payment or partial payment insufficient to bring the Note current, without it constituting a waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Beneficiary is not obligated to apply such payments at the time such payments are accepted. Beneficiary need not pay interest on unapplied funds. Beneficiary may hold such unapplied funds until Grantor makes payment to bring the Loan current. If Grantor does not do so within a reasonable period of time, Beneficiary shall either apply such funds or return them to Grantor. No offset or claim which Grantor might have now or in the future against Beneficiary shall relieve Grantor from making payments due under the Note and this Deed of Trust or performing the covenants and agreements secured by this Deed of Trust.

Grantor covenants to keep the property in good repair and condition and comply with all applicable restrictive

Beneficiary or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Beneficiary may inspect the interior of the improvements on the Property. Beneficiary shall give Grantor notice at the time of or prior to such an interior inspection specifying such reasonable cause. In the event Grantor fails to keep the Property mowed and clean and otherwise maintain it, Beneficiary shall have the right, without having to first notify Grantor, to enter upon the Property, mow it, clean up debris located on the Property, and perform any other maintenance or repairs which Beneficiary deems appropriate. Beneficiary shall have the right to charge Grantor a Service Fee for performing such services.

3. Taxes and Assessments. Grantor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Deed of Trust. To the extent that these items are Escrow Items, Grantor shall pay them in the manner provided in Section 15.

Grantor shall promptly discharge any lien which has priority over this Deed of Trust unless Grantor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Beneficiary, but only so long as Grantor is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Beneficiary's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Beneficiary subordinating the lien to this Deed of Trust. If Beneficiary determines that any part of the Property is subject to a lien which can attain priority over this Deed of Trust, Beneficiary may give Grantor a notice identifying the lien. Within 10 days of the date on which that notice is given, Grantor shall satisfy the lien or take one or more of the actions set forth above in this Section.

Beneficiary may require Grantor to pay a one-time charge for a real estate tax verification and/or reporting service used by Beneficiary in connection with this Loan.

4. Insurance. Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Beneficiary requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Beneficiary requires. What Beneficiary requires pursuant to the preceding sentences can change during the term of the Loan. If Grantor fails to maintain any of the coverages described above, Beneficiary may obtain insurance coverage, at Beneficiary's option and Grantor's expense. Beneficiary is under no obligation to purchase any particular type or amount of coverage. Any amounts disbursed by Beneficiary under this Section shall become additional debt of Grantor secured by this Deed of Trust. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Beneficiary to Grantor requesting payment.

All insurance policies required by Beneficiary and renewals of such policies shall be subject to Beneficiary's right to disapprove such policies, shall include a standard mortgage clause, and shall name Beneficiary as mortgagee and/or as an additional loss Beneficiary. Beneficiary shall have the right to hold the policies and renewal certificates. If Beneficiary requires, Grantor shall promptly give to Beneficiary all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Grantor. Unless Beneficiary and Grantor otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Beneficiary, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Beneficiary's security is not lessened. During such repair and restoration period, Beneficiary shall have the right to hold such insurance proceeds until Beneficiary has had an opportunity to inspect such Property to ensure the work has been completed to Beneficiary's satisfaction, provided that such inspection shall be undertaken promptly. Beneficiary may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Beneficiary shall not be required to pay Grantor any interest or earnings on such proceeds. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with the excess, if any, paid to Grantor. Such insurance proceeds shall be applied in the order designated by Beneficiary.

Grantor hereby assigns to Beneficiary (a) Grantor's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Deed of Trust, and (b) any other of Grantor's rights (other than the right to any refund of unearned premiums paid by Grantor) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Beneficiary may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Deed of Trust, whether or not then due.

5. Grantor's Loan Application. Grantor shall be in default if, during the Loan application process, Grantor or any persons or entities acting at the direction of Grantor or with Grantor's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Beneficiary (or failed to provide Beneficiary with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Grantor's occupancy of the Property as Grantor's principal residence.

6. Miscellaneous Proceeds. "Miscellaneous Proceeds" for purposes of this Deed of Trust, means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Beneficiary. If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Beneficiary's security is not lessened. During such repair and restoration period, Beneficiary shall have the right to hold such Miscellaneous Proceeds until Beneficiary has had an opportunity to inspect such Property to ensure the work has been completed to Beneficiary's satisfaction, provided that such inspection shall be undertaken promptly. Beneficiary may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Beneficiary shall not be required to pay Grantor any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with the excess, if any, paid to Grantor.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with the excess, if any, paid to Grantor.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Deed of Trust immediately before the partial taking, destruction, or loss in value, unless Grantor and Beneficiary otherwise agree in writing, the sums secured by this Deed of Trust shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Grantor.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value unless Grantor and Beneficiary otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Deed of Trust whether or not the sums are then due.

If the Property is abandoned by Grantor, or if, after notice by Beneficiary to Grantor that the Opposing Party (as defined in the next section) fails to respond to Beneficiary within 30 days after the date the notice

inspection and valuation fees. In regard to any other fees, the absence of express authority in this Deed of Trust to charge a specific fee to Grantor shall not be construed as a prohibition on the charging of such fee. Beneficiary may not charge fees that are expressly prohibited by this Deed of Trust or by Applicable Law.

8. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Deed of Trust) can be sold one or more times without prior notice to Grantor. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Deed of Trust and performs other mortgage loan servicing obligations under the Note, this Deed of Trust, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Grantor will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information applicable law requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Grantor will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Grantor nor Beneficiary may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Deed of Trust or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Deed of Trust, until such Grantor or Beneficiary has notified the other party of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph.

9. Beneficiary's Additional Rights.

a. in the event of the death or resignation of the Trustee, Beneficiary may appoint in writing a substitute or successor trustee who shall succeed to all rights and responsibilities of Trustee. Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

b. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.

c. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.

d. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:

i. declare the unpaid principal balance, earned interest, and other charges on the note immediately due;

ii. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code, as then amended; and

iii. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

e. In addition to all other rights granted to beneficiary, Beneficiary shall have the right (but not the duty) to enter onto the property for the purpose of performing Grantor's duty to comply with any laws, ordinances or regulations regarding the installation of on-site septic systems or sanitary sewer service connections or additional water connections not presently on the property. Beneficiary shall be reimbursed upon demand for all sums expended in the exercise of this right. All sums so expended shall bear interest at the rate stated in the note from the date of demand until payment. All sums so expended shall be secured by this deed of trust. Failure to reimburse Beneficiary shall give Beneficiary the right to accelerate the note and exercise the power of sale granted under this Deed of Trust. For Purposes of determining Beneficiary's rights under this paragraph, a written determination by any official, agency or department of the United States, the State of Texas or any political subdivision or special district thereof that the property is not in compliance with any law, ordinance or regulation shall be deemed to be conclusive of the fact, and shall entitle Beneficiary to enforce this obligation. Grantor agrees to indemnify and hold Beneficiary harmless from any and all claims, suits, liabilities or damages arising from Beneficiary's exercise of Beneficiary's right under this paragraph. Grantor's interference with Beneficiary's rights under this paragraph shall be an event of default under the note and this Deed of Trust which shall entitle Beneficiary, at its option, to accelerate the note and to enforce the power of sale granted under this Deed of Trust.

10. Trustee's Rights and Duties. If directed by Beneficiary to foreclose this lien, Trustee will:

a. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code, as then in effect;

b. sell and convey all or part of the property "AS IS" to the highest bidder for cash with a general warranty deed binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty and without representation or warranty, express or implied, by Trustee;

c. from the proceeds of the sale, pay in this order:

d. expenses of foreclosure, including a commission to Trustee of 5% of the bid;

e. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;

f. any amounts required by law to be paid before payment to Grantor; and

g. to Grantor, any balance.

h. be indemnified by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

11. Remedy Default. Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

12. General Provisions.

a. If any of the property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

b. Recitals in any Trustee's deed conveying the property will be presumed to be true.

c. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

d. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.

e. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.

f. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default under the Note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the Note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Note or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may

i. Grantor has examined the Property to Grantor's complete satisfaction and knows its condition. In purchasing the Property, Grantor relies only on Grantor's examination and judgment, not on the representation of any other person as to value, future value, condition, size, age, use, or any other matter. Grantor acknowledges that in selling the Property Beneficiary makes no warranties other than title. Grantor agrees that the property is being sold to and accepted by Grantor in its present condition, as is, where is, with all faults, if any, and without any representations or warranties whatsoever, express or implied.

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

k. The term *Note* includes all sums secured by this deed of trust.

l. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

m. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.

n. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

o. Grantor acknowledges each of the following:

i. That no drainage system exists other than the current configuration of the land.

ii. That Beneficiary shall not be responsible for any further clearing or improvement of the Property.

iii. That there have been no arrangements by Beneficiary to provide fire protection or control to the Property. Any fire hydrants located on or near the Property may or may not be functional, depending on the governmental entity having control of fire protection in the area.

iv. If Grantor constructs, erects, or places any permanent improvements on the Property, Grantor must pay cash for all costs of the improvements, and they will become a part of the real estate. If Grantor places a mobile home on the Property, Grantor will provide Beneficiary in writing, notification of the name and address of any party holding a lien or security interest in such mobile home. If Beneficiary forecloses under this deed of trust, all permanent improvements, including those made by Grantor, will be the Property of the purchaser at the foreclosure sale.

v. As part of the consideration for the execution of this Agreement, Grantor, Grantor's successors and assigns, shall indemnify and hold harmless Beneficiary, its successors and assigns, and its officers, directors, controlling persons (if any), employees, stockholders, and agents, for any losses suffered by virtue of the following: all suits, actions, claims, losses, damages, injuries, and liabilities of any character, type or description accruing, brought or made for or on account of any injuries or damages received or sustained by any person or persons or other entity or property arising out of or occasioned by the deceptive, fraudulent, or ordinary or grossly negligent acts or omissions of Grantor, or any other type of litigation involving Grantor.

p. Grantor represents that this deed of trust and the note are given for the following purposes:

The debt evidenced by the Note is in part payment of the purchase price of the property; the debt is secured both by this Deed of Trust and by a Vendor's Lien on the property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this deed of trust.

13. Due on Sale. In the event that a sale or conveyance is made of all or any portion of the Property without the prior written consent of Beneficiary to said sale, then Beneficiary may at its election accelerate the maturity of the note and demand full payment of the balance of all principal and interest remaining due thereon. If Beneficiary exercises this option, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a period of not less than 20 days from the date the notice is given within which Grantor must pay all sums secured by this Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Grantor.

14. Notices. All notices given by Grantor or Beneficiary in connection with this Deed of Trust must be in writing. Any notice to Grantor in connection with this Deed of Trust shall be deemed to have been given to Grantor when mailed by first class mail or when actually delivered to Grantor's notice address if sent by other means. Notice to any one Grantor shall constitute notice to all Grantors unless Applicable Law expressly requires otherwise. The notice address shall be Grantor's Mailing Address unless Grantor has designated a substitute notice address by notice to Beneficiary. Grantor shall promptly notify Beneficiary of Grantor's change of address. If Beneficiary specifies a procedure for reporting Grantor's change of address, then Grantor shall only report a change of address through that specified procedure. There may be only one designated notice address under this Deed of Trust at any one time. Any notice to Beneficiary shall be given by delivering it or by mailing it by first class mail to Beneficiary's address stated herein unless Beneficiary has designated another address by notice to Grantor. Any notice in connection with this Deed of Trust shall not be deemed to have been given to Beneficiary until actually received by Beneficiary. If any notice required by this Deed of Trust is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Deed of Trust.

15. Tax and Insurance Reserve. Upon the written request of Beneficiary in Beneficiary's sole discretion at any time, Grantor agrees to create a fund or reserve for the payment of all insurance premium and/or taxes and assessments against or affecting the Property by paying to Beneficiary, with each installment payment under the Note prior to the maturity of the Note, a sum equal to: (i) the amount authorized to be escrowed under applicable federal law; or, if no federal law is applicable to maintaining escrow accounts with respect to the Property, (ii) (a) premiums that will next become due and payable on the hazard insurance policies covering the Property, or any part thereof, (b) plus, if Beneficiary so requests, taxes and assessments next due on the Property, or any part thereof, as estimated by Beneficiary, (c) plus, if Beneficiary so requests, all sums previously advanced by Beneficiary for taxes and/or insurance on the Property, (d) less all sums paid previously to Beneficiary therefor, divided by the number of installment payments to be made before one month prior to the date when such premiums, taxes and/or assessments will become delinquent; such sums to be held by Beneficiary, without interest, unless interest is required by applicable law, for the purpose of paying such premiums, taxes and/or assessments. Any excess reserve shall be handled as required by applicable federal law, or if federal law does not govern the disposition of such excess reserve, then at the discretion of Beneficiary, such excess reserve will be credited by Beneficiary on subsequent reserve payments or subsequent payments to be made on the note. Any deficiency shall be paid by Grantor to Beneficiary as required by applicable federal law, or if federal law does not apply to maintaining escrow accounts with respect to the Property, before one month prior to the date when such premiums, taxes and assessments shall become delinquent. Unless prohibited by federal law, transfer of legal title to the Property shall automatically transfer the interest of Grantor in all sums deposited with Beneficiary under the provisions hereof or otherwise.

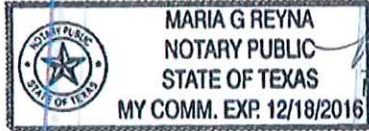
16. Reinstatement. Grantor appoints Beneficiary, its successors and assigns, as Grantor's attorney-in-fact to sign reinstatement agreements reinstating the Note as an installment note in the event it has been accelerated. Beneficiary's authority as Grantor's attorney-in-fact is limited to the authority to execute one or more of such reinstatement agreements on Grantor's behalf. This power of attorney is coupled with an interest and may not be revoked by Grantor until the Note is paid in full. Nothing in this paragraph shall obligate Beneficiary to reinstate the Note after acceleration, the decision of whether or not to reinstate the Note being within Beneficiary's sole discretion.

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

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 29th day of October, 2013, by Francisco J. Delgado and Meliza G. Delgado .



Maria G Reyna

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Zitro Investments LLC
604 Palmview Dr
Mission, Texas 78574

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