

NON-STANDARD WATER SERVICE AGREEMENT
(Commercial, Hidalgo County)

This Non-Standard Service Agreement (“Agreement”) is made and entered into by and between Agua Special Utility District (“Agua”), a special utility district created and operating under Chapter 7201 of the District Local Laws Code and under Chapter 65 of the Texas Water Code, and **County of Hidalgo** (“Applicant”).

RECITALS

WHEREAS, Agua is a retail public utility that owns and operates a water system that supplies potable water within its state-certificated service area, pursuant to Certificate of Convenience and Necessity No. 10559 (“CCN”); and

WHEREAS, Applicant is the owner of a certain 5.14 acre tract of land being all of Lot 21, Block 3, Mission Groves Estates Subdivision, as recorded in Volume 5, Pages 21, Hidalgo County Map Records, Texas, within the CCN, that Applicant proposes to be divided into a subdivision consisting of 2 lots to be developed for commercial use of 2 living unit equivalents (LUEs) known as **La Mansion Health Clinic Subdivision** (“Development” or “Project”), as further described and identified by full legal description on Attachment “A”, attached hereto and incorporated herein for all purposes; and

WHEREAS, Applicant has requested Agua to provide such water service to the Development through Agua’s water system; and

WHEREAS, Agua has investigated service requirements for Applicant and, through its consulting engineer, has prepared a Service Investigation Report (“SIR”) dated **December 16, 2024**, as further described and identified on Attachment “B”, attached hereto and incorporated herein for all purposes; and

WHEREAS, Agua and Applicant agree that Attachment “C”, Agreement Regarding Water Service for the Proposed Subdivision, attached hereto and incorporated herein for all purposes, is intended to satisfy the requirements of the TWDB’s Economically Distressed Areas Program Model Subdivision Rules, 31 Texas Administrative Code §364.32; and

WHEREAS, the Parties agree that this Agreement sets forth the requirements for the design, bidding, construction and inspection of facilities and the acquisition of easements necessary to provide water to Applicant;

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

DEFINITIONS

- 1.01. For all purposes the terms and definitions in this Agreement shall be consistent with definitions in Section 1-2 of the Rules of the Agua Special Utility District (“Rules”), unless otherwise stated.
- 1.02. “Facilities” means all water pipes, lines, meters, valves, facilities, easements and other infrastructure reasonably necessary to provide water service to the Development, as further described in the SIR attached hereto as Attachment “B”.
- 1.03. “Force Majeure” means acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

- 1.04. "LUE" means living unit equivalent, a standardized measure of consumption, use, generation or discharge of water attributable to a single family residence, calculated in accordance with industry accepted engineering and planning standards for capital improvements and facility expansion to serve new development.
- 1.05. "OSSF" means on-site sewer facility.
- 1.06. "PUC" means the Public Utility Commission of Texas.
- 1.07. "TWDB" means the Texas Water Development Board.
- 1.08. "TCEQ" means the Texas Commission on Environmental Quality.

CONSTRUCTION AND DESIGN OF FACILITIES

- 2.01. Applicant shall construct at its cost all Facilities and obtain all easements that are required and reasonably necessary to serve the Development, including, but not limited to, the Facilities and easements, as described in the SIR. Applicant shall pay the cost of construction for improvements to the Agua's production, treatment and storage facilities necessary to provide service to Applicant's Development, as described in the SIR.
- 2.02. Applicant's engineer shall prepare the design, construction plans and specifications, and supporting documentation for the Facilities associated with the Project in consultation and coordination with Agua's engineer and subject to Agua's review and approval. Applicant shall provide Agua three sets of preliminary design plans for the Facilities. Agua shall review and comment on the plans, if necessary, and Applicant will amend the plans at the request and to the satisfaction of Agua. All improvements shall be designed and constructed in accordance with Agua and TCEQ standards and shall comply with TCEQ rules and regulations. No construction shall commence until Agua has reviewed and approved plans.
- 2.03. Applicant will use the plans approved by Agua to develop construction-ready plans and shall provide such construction-ready plans to Agua for final review, revision and approval.
- 2.04. If Agua determines it is beneficial to construct additional production, treatment, storage or transmission facilities not required to serve the Project but that shall be part of the Facilities, Agua's engineers will be responsible for the design of such additional improvements, the construction of which are not Applicant's obligation.
- 2.05. If the Project is to be built within a subdivision, the subdivision's final plat must be approved by all regulatory authorities having jurisdiction over the subdivision, and Agua must be presented with a certificate as required by Texas Local Government Code §§ 212.012 or 232.029 before Agua may serve or connect the Project with water.

BIDS FOR CONSTRUCTION

- 3.01. For Facilities to be constructed by the Applicant, the contract for construction shall be subject to review and approval by Agua, and to the extent required by and in accordance with applicable law, Applicant shall advertise for bids for construction of the proposed Facilities in consultation with Agua's engineer.
- 3.02. For Facilities to be constructed by Agua, on request of the Applicant and upon agreement by Agua, in its sole discretion, Agua's engineer shall advertise for bids for construction of any Facilities to be constructed by Agua with funds provided by Applicant. Applicant's engineer may make recommendations to Agua's engineers as to the lowest and best qualified bidder. Agua may reject any and all bids but will accept the lowest and best qualified bid in accordance with the following criteria:
 - a. The contractor shall provide an adequate bid bond under terms acceptable to Agua;

- b. The contractor shall secure adequate performance and payment bonding for the project under terms acceptable to Agua;
- c. The contractor shall supply favorable references acceptable to Agua;
- d. The contractor shall qualify with Agua as competent to complete the work; and
- e. The contractor shall provide adequate certificates of insurance as required by Agua.

EASEMENTS, LICENSES, AND OTHER AUTHORIZATIONS

- 4.01. The Facilities shall be located in existing Agua easements or private rights-of-way or in private easements or rights-of-way acquired by Applicant in locations acceptable and approved by Agua, as described in the SIR.
- 4.02. The Applicant shall bear the cost of obtaining right-of-way easements necessary to connect the Project to Agua's system, whether or not the easements are located within the Applicant's property. If Agua determines that utility easements or facility sites outside the Applicant's Project are required ("Off-site Facilities"), the Applicant shall secure easements or title to such sites on behalf of Agua.
- 4.03. Applicant shall bear the cost of acquiring all easements and clearing and chipping the entire width of all easements.
- 4.04. All rights-of-way and easements and property titles shall be researched, validated, and filed at Applicant's expense.
- 4.05. All Facilities required to be installed in public rights-of-way on behalf of Agua, due to an inability to secure private right-of-way easements, shall be subject to costs equal to the original cost of installation for those Facilities within public rights-of-way, plus the estimated cost of future relocation to private rights-of-way. The costs determined by Agua under this paragraph must be paid by Applicant before Agua may serve or connect the Project with water.
- 4.06. Agua shall require exclusive, dedicated right-of-way easements on the Applicant's property or within the Project (as required by the size of the planned Facilities and as determined by Agua) and title to property required for such on-site facilities. In locations where the commissioner's court or municipal governing body has approved specific utility location assignments within a Public Utility Easement (PUE), water lines internal to the Project shall be installed within the PUE at the location assigned for utility service. Where specific utility location assignments are not applicable, every easement internal to the Project shall have a minimum width of 15 feet. All water line easements within a subdivision shall be shown on the final recorded plat of the subdivision.
- 4.07. Applicant shall obtain in the name of Agua all easements, licenses, permits, or other rights or authorizations as may be required to cross any road right-of-way, railroad rights-of-way, and irrigation canals.

CONSTRUCTION

- 5.01. Applicant shall schedule a preconstruction meeting with participation by Agua at least two (2) days before the start of construction.
- 5.02. Road work shall be performed pursuant to applicable state, county or municipal standards and shall be completed prior to construction of the Facilities to avoid problems from road right-of-way completion and excavation. Subject to approval of the requisite authority, road sleeves may be installed prior to road construction to avoid road damage during construction of the Facilities.
- 5.03. Construction plans and specifications shall be strictly followed, but Agua reserves the right to change and order any specifications due to unforeseen circumstances to better facilitate operation of the water line or Facilities. All change and order amounts shall be charged to Applicant.

- 5.04. Applicant shall bear all costs and expenses for land acquisition, construction, water lines, facilities and infrastructure including, but not limited to, engineering fees, permitting fees and construction costs.
- 5.05. Agua shall, at Applicant's expense, inspect Facilities to ensure Agua's standards are achieved.
- 5.06. Applicant shall provide sufficient notice to Agua to allow observation of critical elements of construction, including, but not limited to:
 - a. water line and facility installation;
 - b. connection to existing mains;
 - c. pressure testing; and
 - d. testing of all facilities.

If Applicant fails to comply with the above, Agua may require Applicant to have the Facilities uncovered and exposed for Agua's inspection. In any event, the integrity of the Facilities is the responsibility of Applicant until the Facilities are conveyed to Agua pursuant to this Agreement.

APPROVAL BY GOVERNMENTAL BODY

- 6.01. Applicant shall obtain any required approvals for construction of the facilities from the following:
 - a. Hidalgo County;
 - b. governing body of any city within whose corporate limits or ETJ the water lines are located;
 - c. United States Fish and Wildlife Service and/or Texas Parks and Wildlife Department;
 - d. Texas Historical Commission; and
 - e. any other political subdivision or governmental agency whose approval will be required before Agua can provide service to Applicant.
- 6.02. Applicant recognizes that Agua must comply with United States Department of Agriculture-Rural Development, TCEQ, and TWDB rules and regulations as promulgated from time to time as those rules apply to the service, rates and capacity addition of Agua.

INSPECTION AND DEDICATION

- 7.01. Upon completion of the construction of all Facilities, Agua's engineer shall inspect the Facilities, at Applicant's expense, to certify whether the Facilities are built in accordance with design plans and specifications.
- 7.02. If construction of the Facilities differ from the plans already submitted, Applicant shall provide Agua two sets of as-built plans, as well as receipts of all costs of the Facilities, if any. Applicant shall secure a warranty from the construction contractor of the Facilities for a one year guarantee of workmanship and serviceability.
- 7.03. Upon certification by Agua's engineer, all infrastructure, facilities, permits, as built drawings, easements, real property and other property acquired in the design and construction of the Facilities shall be dedicated to and deemed to be owned by Agua and title and ownership shall automatically vest in Agua. Within ten (10) days after certification by Agua's engineer of the completion of the Facilities in accordance with state law, the rules of Agua, and this Agreement, Applicant shall confirm or verify such ownership, conveyance, and title by the execution and delivery of appropriate bills of sale, transfer, assignment, or other instruments of conveyance in form acceptable to Agua, free and clear of all liens and encumbrances.

7.04. After ownership and title of the Facilities vests in Agua as set forth above, all responsibility for repair and maintenance shall be borne by Agua, provided that Agua shall not, by this Agreement, waive or otherwise diminish its rights and remedies under any performance bond, warranty, or other guarantee of performance regarding infrastructure provided under this Agreement.

WATER SERVICE

8.01. Upon certification by Agua's engineer that the Facilities have been properly constructed and cleared for service in accordance with approved plans and specifications, potable water service will be initiated by Agua, provided Applicant has performed and fulfilled all its obligations imposed upon Applicant under the terms of this Agreement, relevant laws, rules, regulations and ordinances, including but not limited to:

- a. Applicant has paid all fees and amounts owed to Agua under this Agreement;
- b. All on-site Facilities described herein have been completed in the Development in accordance with the construction standards of Agua and the plans and specifications approved by Agua's engineers, and Agua has inspected, certified, and approved the Facilities;
- c. All off-site Facilities described herein have been completed in accordance with the construction standards of Agua and the plans and specifications approved by Agua's engineers, and Agua has inspected and approved the Facilities;
- d. All off-site Facilities described herein that were to be constructed by Agua have been completed;
- e. All Facilities described herein have been inspected and approved by Agua, and have been dedicated to and accepted by Agua;
- f. Subdivision plat approval, if required, has been obtained by Applicant, and Agua has been presented with a certificate as required by Texas Local Government Code §§ 212.012 or 232.029.

8.02. Based upon the daily anticipated water flow required for the Subdivision as set out in the SIR, Agua has or will have the ability to provide the anticipated water flow for at least thirty (30) years and will provide such water flow, as further described in Attachment "C". Agua shall sell and deliver water service to Applicant for thirty (30) years after the plat of the Development has been recorded and the Facilities have been connected to Agua's water supply system. Applicant shall purchase, receive, and/or reserve service from Agua in accordance and in compliance with the bylaws and Rules of Agua, as amended from time to time by the Board of Directors of Agua.

8.03. The Applicant shall pay Agua for service as determined by Agua's Rules and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Applicant acknowledges receipt by execution of this Agreement.

8.04. The Board of Directors shall have the authority to discontinue Applicant's service for non-compliance with any policy or for failure to pay any fees or charges as required by Agua's published rates, fees, and condition of service.

8.05. All water shall be metered by meters to be furnished and installed by Agua in accordance with the SIR. The meter is for the sole use of Applicant and is to provide service to only one (1) dwelling. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or sub-meter water to any other persons, dwellings, businesses, or property, etc., is strictly prohibited.

- 8.06. Agua shall have the right to locate a water service meter and the pipe necessary to connect the meter on Applicant's property at a point to be chosen by Agua, as provided in the approved plans and shall have access to its property and equipment located upon Applicant's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations. Upon discontinuance of service, Agua shall have the right to remove any of its equipment from Applicant's property. Applicant will install, at its own expense, any necessary service lines from Agua's facilities and equipment to the point of use including any Applicant service isolation valves, backflow prevention devices, clean-outs, and equipment as may be specified by Agua in the SIR. Agua shall also have access to Applicant's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, and illegal lead materials, in accordance with Section 8.08 herein.
- 8.07. The SUD is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This Agreement serves as notice to APPLICANT of its restrictions which are in place to provide this protection. The SUD shall enforce these restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by state regulations (hereinafter collectively referred to as the "Undesirable Practices"):
- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public system by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
 - b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or a reduced pressure-zone backflow prevention assembly and a service agreement must be maintained at APPLICANT's cost for annual inspection and testing by a backflow prevention device tester.
 - c. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8% lead may be used for the installation or repair of plumbing at any connection which provides water for human consumption.
 - e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of plumbing at any connection which provides water for human consumption.
- 8.08. The SUD shall maintain a copy of this Agreement as long as APPLICANT is connected to the public water system. APPLICANT shall allow its property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the SUD or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the SUD's normal business hours.
- 8.09. The SUD shall notify APPLICANT in writing of any Undesirable Practices that have been identified during the initial or subsequent inspection. APPLICANT shall immediately correct any undesirable practice on its premises. APPLICANT shall, at its expense, properly install, test, and maintain any backflow prevention device required by the SUD. Copies of all testing and maintenance records shall be provided to the SUD as required upon request.

Failure to comply with the terms of this Agreement shall cause the SUD either to terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this Agreement shall be billed to and paid by APPLICANT, provided however, that the SUD shall provide reasonable supporting documentation of such expenses.

- 8.10. In the event the total water supply is insufficient to meet all of the SUD's customers, or in the event there is a shortage of water, the SUD may initiate its drought contingency plan as specified in the SUD's rules. By execution of this Agreement, APPLICANT hereby agrees that it shall comply with the terms of said program.
- 8.11. By execution hereof, APPLICANT shall guarantee payment of all other rates, fees, and charges done on any account for which APPLICANT receives service from the SUD. Said guarantee shall pledge any and all of APPLICANT'S deposit fees against any balance due the SUD. Liquidation of said deposit fees shall give rise to discontinuance of service under the terms and conditions of the SUD's rules.

FEES

- 9.01. The fees as described in the invoice attached hereto and incorporated herein as Attachment "D" shall be paid on or before the execution of this Agreement by APPLICANT. These fees represent the cost of the SIR, which fee has been paid, and the total costs of the Service Investigation Fee, Service Inspection Fee, Meter Fees, Water Rights Fees, and Impact Fees. Construction Inspection Fees, Material Testing Fees, construction and relocation costs, and other fees pursuant to Agua's Rules shall be billed separately.
- 9.02. APPLICANT agrees to pay a monthly charge for metered water service, which includes a base rate and a volumetric rate as specified in the SUD's Rules, until water service is transferred to a new customer in accordance with the SUD's Rules. APPLICANT understands that these monthly rates will be periodically revised by the SUD.

DEFAULT

- 10.01. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of written notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

FORCE MAJEURE

- 11.02. If, by reason of Force Majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- 11.03. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

NOTICES

12.01. Any notice to be given hereunder by any party to another party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the SUD shall be addressed:

Agua Special Utility District
P.O. Box 4379
Mission, TX 78572
Attn: General Manager

Any notice mailed to the APPLICANT shall be addressed to the address listed on the APPLICANT's application for service.

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

ENTIRE AGREEMENT

13.01. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties hereto, and may not be amended except by a writing signed by all Parties and dated subsequent to the date hereof.

EFFECTIVE DATE

14.01. This Agreement shall be effective as of the date of the complete execution hereof by all Parties as indicated below.

TEXAS LAW GOVERNS

15.01. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County, Texas. Venue shall lie exclusively in Hidalgo County, Texas.

TIME OF THE ESSENCE AND TERM

16.01. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

16.02. This Agreement will remain in effect so long as APPLICANT is receiving service from the SUD.

16.03. Notwithstanding paragraph 16.02 herein, this Agreement will terminate before the Project is connected to and receiving water from the SUD under the following circumstances or conditions:

- a. Construction of the Project must commence within thirty (30) days following the effective date of this Agreement, and the construction of the Project must be completed within one hundred and eighty (180) days of the effective date of this Agreement. If either of these deadlines is not met, this Agreement will terminate upon receipt of written notice from the SUD that a deadline has been missed. APPLICANT may seek an extension of either deadline by applying to the District Manager of the SUD for an extension and upon a showing of good cause for the delay. Such application must be filed prior to the expiration of the applicable deadline. APPLICANT may be granted up to two additional thirty (30) day extensions to commence construction or an additional one hundred and eighty (180) days to complete construction. No additional extensions beyond these may be granted. If this Agreement is terminated under this section, the APPLICANT will receive a refund of all fees paid except the service investigation fee and may reapply for service at such

time as APPLICANT is ready to proceed with the Project. Reapplication will be subject to fees in effect at the time of the reapplication.

- b. This Agreement terminates if the plat for the Subdivision is not approved by Hidalgo County or by a municipality whose approval is required, or if the plat is substantially modified to increase the number of lots in the Subdivision or otherwise materially change how water service will be provided to the Subdivision.
- c. The SUD reserves the right to terminate this Agreement if there is a material change to the approved Plans for the Project.

16.04 If all of the requirements prescribed by the Agreement have been completed by the APPLICANT, including but not limited to those listed in Paragraph 8.01, the terms of this Agreement terminate upon the transfer by APPLICANT of all lots in the Subdivision to another party or parties. Paragraph 8.02 shall survive the termination of this Agreement under this Paragraph 16.04.

EXECUTED in multiple originals and effective as of the ____ day of _____, 2025.

AGUA SPECIAL UTILITY DISTRICT

By: _____
President of the Board

APPLICANT

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

ATTACHMENT "A"
LEGAL DESCRIPTION OF DEVELOPMENT

Legal Property Description: See attached Deed/Property Records

Approximate Acreage: 5.14 acres

No. of Lots: 2

Type of Use: Commercial

LUEs: 2

No. of Meters: 2

Meter Size: 2 inch

Location of Project: South Hidalgo County Texas on the west side of N. Moorefield Road and approximately 750 feet north of E. Veterans Rd. and is within Precinct No. 3, Hidalgo County, Texas

Connection to Existing System: proposes to provide two (2) 2-inch service connections to the proposed La Mansion Health Clinic Subdivision by tying into an existing 8-inch waterline located along the proposed north ROW of Paula St.

Proposed Addition to System: _____

OSSF/Sewer: The Development shall utilize (check one):

- OSSF in accordance with the TCEQ and county regulations for sewage disposal, as sanitary sewer collection system is not available in this area; OR
- Sanitary Sewer Service provided by City of Mission.

HF 214267

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2251
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Revised 10-85.
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WARRANTY DEED

226350

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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

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(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.

All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instruments dated February 14, 1946, recorded in Volume 579, Page 454, and dated November 13, 1973, recorded in Volume 1387, Page 319, Deed Records, Hidalgo County, Texas.

Easement granted to CENTRAL POWER AND LIGHT COMPANY, as set forth in instrument recorded in Volume 941, Page 220, Deed Records, Hidalgo County, Texas.

Easement granted to CENTRAL POWER AND LIGHT COMPANY, as set forth in instrument recorded in Volume 338, Page 282, Deed 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.

Visible and apparent easements on or across property herein described.

FILED FOR RECORD
AUG 28 PM 2 46

BY LEO
CLERK
TEXAS

226350

ATTACHMENT "C"
AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED
LA MANSION HEALTH CLINIC SUBDIVISION

PARTIES: This Agreement is by and between the Utility and Subdivider, to wit:

The Utility is the governing board or owner of a retail public utility which supplies of drinking water known as Agua Special Utility District.

The Subdivider is County of Hidalgo, who are the owners, or the authorized agent of the owner, of a tract of land in Hidalgo County, Texas, that has been proposed to be divided into a subdivision, (the "Subdivision") known as La Mansion Health Clinic Subdivision.

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. 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 Utility's public water system. The Utility has reviewed the plans for the Subdivision (the "Plans") and has estimated the drinking water flow anticipated to be needed by the Subdivision under fully built-out conditions ("the anticipated water flow") to be approximately 1,728 gallons daily.

The Utility covenants that it has or will have the ability to provide the anticipated water flow for at least thirty years, and that it will provide that water flow. These covenants will be in effect until thirty years after the plat of the Subdivision has been recorded and the Subdivision's water distribution system has been connected to the Utility'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 Utility. Upon completion of the water distribution system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the water distribution system.

The Subdivider has paid the Utility the sum of \$14,492.00 which sum represents the total costs of water meters, water rights acquisition fees, and all membership or other fees associated with connecting the individual lots in the Subdivision to the Utility's water supply system.

The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by Hidalgo County or by a municipality whose approval is required.

By affixing his or her signature to this Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. 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 _____, 2025.

AGUA SPECIAL UTILITY DISTRICT

By: _____

Printed Name: _____

Office or Position: _____

Date: _____

THE SUBDIVIDER

By: _____

Printed Name: _____

Office or Position: _____

Date: _____