

# Commissioners Court

## Agenda Item Request

### CAPTION

A. Requesting authorization and approval for transfer of water line to Sharyland Water Supply Corporation at the Remote Operations Center 11349 Mile 7 Rd. Alton, TX and if applicable with authority for the County Judge's Office Chief of Staff to sign any required documents.

B. Requesting authorization and approval for uniform subdivision non-standard water services agreement with Sharyland Water Supply Corporation for the Remote Operations Center at 11349 Mile 7 Rd. Alton, TX and if applicable with authority for County Judge's Office Chief of Staff to sign any required documents.



AFFIDAVIT FOR TRANSFER OF WATER LINE

I, Isaac Sukemana fully understand and agree that upon completion of the waterline extension to my property located at 11349 Mile 7 Rd. Alton, TX, the line becomes the property of the Sharyland Water Supply Corporation, and I relinquish all claims to possession of said water line and the Corporation may use said line as desired, to include servicing other customers from, and extending such line. I also understand that I cannot expect or demand reimbursement from the Sharyland Water Supply Corporation or other persons that may be connected to the line by the Corporation unless there is an approved fully executed reimbursement contract prior to the recording of the plat.

5/15/26  
DATE

[Signature]  
SIGNATURE

THE STATE OF TEXAS §  
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared Isaac Sukemana, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15<sup>th</sup> day of May, 2026.



[Signature]  
Notary Public in and for  
Hidalgo County, Texas

My Commission expires: 10/14/28



STATE OF TEXAS           §  
                                      §                                   UNIFORM SUBDIVISION NON-STANDARD  
                                      §                                   WATER SERVICE AGREEMENT  
COUNTY OF HIDALGO   §

THIS AGREEMENT ("Agreement"), made by and between SHARYLAND WATER SUPPLY CORPORATION, a Texas Corporation with offices in Hidalgo County, Texas, hereinafter called "Corporation" and Hidalgo County who resides in Hidalgo County, Texas, hereinafter called "Subdivider".

WITNESSETH

1. (a) Subdivider is the owner of all of the property in a subdivision ("Subdivision") named or to be named \_\_\_\_\_, which will be filed for record in the map records of Hidalgo County, Texas and more particularly described as follows:

(b) Subdivider agrees to file the fully approved map of the Subdivision and an original of this Agreement in the appropriate records of Hidalgo County, Texas before Corporation is required to provide water service. Subdivider agrees that before Corporation will be required to serve any owner of the parcels of said Subdivision with water service, the said owner, owners, or their successors ("Landowner"), shall apply for membership in Corporation, be approved and execute a service agreement on a form acceptable to Corporation and pay all required fees and costs to begin service and that, the receipt of the executed service agreement and payment by Corporation is a condition precedent to water service to each of such parcels.

(c) This Agreement shall, in its entirety, be a limitation and restriction to the Subdivision property, and shall be included in and become a part of all contracts of sale, deeds, or other instruments whereby title and possession are divested from Subdivider into any person or persons, and likewise into their successors in title to all or any part of the property in said Subdivision, and which shall be a covenant running with said property.

2. (a) Subdivider, for the benefit of Corporation, does hereby agree to install water lines, facilities and appurtenances (the "System") in the Subdivision in accordance with plans heretofore agreed upon by the parties to which reference is hereby made. Subdivider agrees that subdivision shall be surveyed and construction survey stakes be set out so that the Subdividers contractor will be able to install the System in accordance with the subdivision plan and in the location required by Subdivider. Subdivider accepts the sole and full responsibility for designating the location of the System for installation and obtaining the easements across all property outside of said Subdivision in a form satisfactory to Corporation and such that such easements will be filed of record; such easements are in addition to the easements dedicated and set out and provided for in

the name of the Corporation on the map of said Subdivision as recorded. Subdivider shall obtain all permits from any governmental agency having jurisdiction which may be necessary for the installation of the System.

(b) The Subdivider may hire an independent contractor for the installation of the System. The contractor must be approved by Corporation and the supervisor of the contractor selected to install the System must possess a Grade "C" water distribution certificate issued by the Texas Commission on Environmental Quality (TCEQ) or its successor. If the Subdivider selects an independent contractor, the Subdivider shall pay a non-refundable Administrative and Inspection Fee (2% of SWSC approved estimate) to Corporation prior to the contractor beginning construction of the System. The Subdivider shall be wholly responsible for any and all costs for the installation of the System, source line, and other necessary appurtenances required to provide water service to the Subdivision. Corporation will not be required to deliver any water to the Subdivision, except for testing and inspection, until all costs of construction have been paid and any mechanics or material liens on the System, if any, have been removed.

(c) Upon completion, Corporation or its representative will inspect and test the System and when completed in accordance with Corporation's requirements, Subdivider will be notified that the system has been constructed according to plans and specifications and Corporation has accepted same, at which time the System and related easements are to become the sole property of Corporation. This Agreement shall be evidence of the transfer of title to the System from Subdivider to Corporation.

3. Each Landowner in said Subdivision must, prior to obtaining a water meter, become a member of Corporation, including payment of initial membership fee, connecting charge, meter charge and other additional reasonable charges as may be required by Corporation of its member customers. Only after meeting this requirement will such Landowner be entitled to service in accordance with Corporation's rules and regulations, presently existing or as hereafter amended, to which reference is hereby made for all purposes.

4. All water facilities paid for by Subdivider for services to Subdivision, upon acceptance by Corporation, shall become the sole property of Corporation, and, upon acceptance and subject to any warranty, Corporation will maintain lines and perform all repairs up to each service meter. Each customer's water meter shall remain the property of the Corporation.

5. Subdivider does hereby grant a perpetual easement for the System as set out on the Subdivision's map, which easement areas shall be kept clear of all obstructions, buildings, or other encroachments which would interfere with Corporation maintaining the System in such easements, and Corporation is to have the right of ingress and egress through said easements and adjacent property of the Landowner, for necessary construction, repairs and maintenance purposes. Corporation shall not be liable for any damages to the surface or sub-surface of such easement areas which may result from its construction, repair and maintenance activities, or which may result from Corporation's ingress and egress to such easement areas for such purposes.

6. The System shall be constructed in conformity with rules and regulations of all local state and federal government and their agencies. Fire hydrants shall not be installed in the Subdivision, unless Corporation hereafter agrees. In the event of installation of a sewer system therein, such sewer lines and related system shall remain a distance from the System equal to that required by the rules and regulations of the Texas Department of Health and the Texas Commission on Environmental Quality (TCEQ), whichever are more restrictive, even though such rules and regulations may not be considered applicable or enforceable by these agencies. Moreover, the installation of sewer lines and sewer systems shall meet all rules and regulations as required by the Texas Department of Public Health, the Texas Commission on Environmental Quality (TCEQ) or any other agency with similar authority. Additionally, all sewer lines, septic tanks and septic tank's drain fields shall be at least ten feet (10') from the water lines as constructed and, in the event that the Corporation shall require changes to maintain the requirements of this paragraph, such changes shall be made at the expense of the Landowner. Corporation shall have the right to disconnect service to the Subdivision or any part thereof or the Landowner's property in the event of a violation of this Agreement, and the Landowner of each affected part of the Subdivision agrees to indemnify Corporation against any cost that it may incur in connection therewith. Such disconnection of service shall continue until the violation of this Agreement or any regulation or statute is corrected by such Landowner.

7. If the Subdivision is within the boundaries of a governmental body with the duty to provide non-potable water for use in the property within the Subdivision, Subdivider agrees to petition the governmental body for exclusion from the boundaries of the body as allowed by Chapter 49 of the Texas Water Code and Subdivider agrees to take all those steps required of Subdivider to assure that such an exclusion occurs. Subdivider assigns all rights to receive water for the land within the Subdivision from any governmental body to Corporation.

8. Subdivider shall provide Corporation with the right to divert water for municipal purposes from the Rio Grande below Falcon Dam in an amount equal to the amount of municipal water rights required to serve all lots within the Subdivision plus an amount required by the governmental body delivering water to Corporation for canal and delivery losses. This may be accomplished by the purchase, conversion, and transfer of water rights to Corporation or by the assignment of a valid, assignable contract to purchase water rights together with the payment of all costs, fees and attorney fees required to purchase, convert to municipal use, and transfer the water rights to Corporation as well as to record this transaction with the appropriate public records including those in Hidalgo County and the Texas Commission on Environmental Quality (formerly known as the Texas Natural Resource Conservation Commission), its successor, and any other regulatory agency whose approval is required before such water rights are absolutely effective and all costs and expenses related to such endeavors are paid. This may also be accomplished by providing the Corporation with a permanent water supply contract from the water district in which the subdivision lies.

9. Corporation does, by this Agreement, agree only to furnish service to the extent provided by its rules and regulations as presently existing or as hereafter amended, which are incorporated herein by reference. Corporation is not obligated to reserve water or its capacity of service or to make water service connections until such time as membership and service agreements have been

signed by Landowners in the Subdivision and all related costs have been fully paid. It is understood that this Agreement applies only to the Subdivision described above.

10. This Agreement shall be performed in Hidalgo County, Texas and the parties further agree that the venue shall lie in Hidalgo County, Texas, in the event of a suit. This Agreement shall be valid and binding not only upon the parties, but also upon their successors and assigns, including Landowners, and be a covenant running with the property in said Subdivision.

11. If the SUBDIVISION, together with all the capital improvements required hereunder, both within and outside of the SUBDIVISION, are not totally completed within two (2) years of the Effective Date set forth in the following paragraph, then this AGREEMENT is terminated without either party having any further obligation or liability to the other party, such obligation or liability arising from this AGREEMENT, unless otherwise agreed, set forth in writing and accepted by official acts of the Board of Directors of the CORPORATION.

12. This AGREEMENT is executed in multiple originals, each of which is to be considered an original for all purposes.

13. Effective Date: \_\_\_\_\_, 20\_\_\_\_.

WITNESS OUR HANDS IN DUPLICATE ORIGINALS the date given above.

SHARYLAND WATER SUPPLY  
CORPORATION

( Owner of Subd.)

By: \_\_\_\_\_

By:  \_\_\_\_\_

By: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this date personally appeared Isaac Sulemana, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the SHARYLAND WATER SUPPLY CORPORATION for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15<sup>th</sup> day of May, 2020.



Laura Coronado  
Notary Public in and for the State of Texas

Laura Coronado  
Printed Name:

10-14-28  
Commission Expires:

STATE OF TEXAS §  
COUNTY OF HIDALGO §

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this date personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of \_\_\_\_\_ for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Commission Expires: