

**TCEQ PART I APPLICATION FORM**

Facility Name: Edinburg Regional Disposal Facility  
Permittee/Registrant Name: City of Edinburg  
MSW Authorization #:956C  
Initial Submittal Date: July 2017  
Revision Date:



## Texas Commission on Environmental Quality

### Part I Form

New Permit/Registration and Amendment Applications for an MSW Facility

#### 1. Reason for Submittal

- ☒ Initial Submittal ☐ Notice of Deficiency (NOD) Response

#### 2. Authorization Type

- ☒ Permit ☐ Registration

#### 3. Application Type

- ☐ New ☒ Major Amendment  
☐ Major Amendment (Limited Scope)

#### 4. Application Fees

- ☐ Pay by Check ☒ Online Payment

If paid online, e-Pay Confirmation Number: 582EA000264970

#### 5. Application URL

Is the application submitted for Type I Arid Exempt (AE) and/or Type IV AE facility?

- ☐ Yes ☒ No

If the answer is "No", provide the URL address of a publicly accessible internet web site where the application and all revisions to that application will be posted.

<http://www.cityofedinburg.com>

#### 6. Application Publishing

Party Responsible for Publishing Notice:

- ☐ Applicant ☐ Agent in Service ☒ Consultant



## 7. Alternative Language Notice

Is an alternative language notice required for this application? (For determination refer to Alternative Language Checklist on the Public Notice Verification Form TCEQ-20244-Waste)

☒ Yes ☐ No

## 8. Public Place Location of Application

Name of the Public Place: **Edinburg Regional Disposal Facility**

Physical Address: **8601 North Jasman Road.**

City: **Edinburg** County: **Hidalgo** State: **TX** Zip Code: **78541**

(Area code) Telephone Number: **956-381-5635**

## 9. Consolidated Permit Processing

Is this submittal part of a consolidated permit processing request, in accordance with 30 TAC Chapter 33?

☐ Yes ☒ No ☐ Not Applicable

If "Yes", state the other TCEQ program authorizations requested:

## 10. Confidential Documents

Does the application contain confidential documents?

☐ Yes ☒ No

If "Yes", cross-reference the confidential documents throughout the application and submit as a separate attachment in a binder clearly marked "CONFIDENTIAL."

## 11. Permits and/or Construction Approvals

Select all that apply	Received	Pending	Not Applicable
Hazardous Waste Management Program under the Texas Solid Waste Disposal Act	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Underground Injection Control Program under the Texas Injection Well Act	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
National Pollutant Discharge Elimination System Program under the Clean Water Act and Waste Discharge Program under Texas Water Code, Chapter 26	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Prevention of Significant Deterioration Program under the Federal Clean Air Act (FCAA). Nonattainment Program under the FCAA	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
National Emission Standards for Hazardous Air Pollutants Preconstruction Approval under the FCAA	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Select all that apply	Received	Pending	Not Applicable
Ocean Dumping Permits under the Marine Protection Research and Sanctuaries Act	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dredge or Fill Permits under the CWA	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Licenses under the Texas Radiation Control Act	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Other Environmental Permits</b>			
Air New Source Permit Account No. (HN0018R)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air New Source Permit Registration (81830)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air Operating Permits (2841)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 12. General Facility Information

Facility Name: **Edinburg Regional Disposal Facility**  
MSW Authorization No. (if available): **956C**  
Regulated Entity Reference No. (if issued)\*: **RN102217734**  
Physical or Street Address (if available): **8601 North Jasman Road**  
City: **Edinburg** County: **Hidalgo** State: **TX** Zip Code: **78541**  
(Area Code) Telephone Number: **(956) 381-5635**  
Latitude (Degrees, Minutes Seconds): **N 26° 23' 52.4"**  
Longitude (Degrees, Minutes Seconds): **W 98° 07' 47.2"**  
Benchmark Elevation (above mean sea level): **84.85ft.**

Provide a description of the location of the facility with respect to known or easily identifiable landmarks: **6.7 miles north of Edinburg City Limits**

Detail access routes from the nearest United States or state highway to the facility:  
**Exit US281 onto eastbound FM2812. Turn (left) (north) at Jasman Road.**

\*If this number has not been issued for the facility, complete a TCEQ Core Data Form (TCEQ-10400) and submit it with this application. List the Facility as the Regulated Entity.

## 13. Facility Type(s)

<input checked="" type="checkbox"/> Type I	<input type="checkbox"/> Type IV	<input type="checkbox"/> Type V
<input type="checkbox"/> Type I AE	<input type="checkbox"/> Type IV AE	<input type="checkbox"/> Type VI

## 14. Activities Conducted at the Facility

<input type="checkbox"/> Storage	<input type="checkbox"/> Processing	<input checked="" type="checkbox"/> Disposal
----------------------------------	-------------------------------------	--

### 15. Facility Waste Management Unit(s)

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Landfill Unit(s) | <input type="checkbox"/> Incinerator(s)                   |
| <input type="checkbox"/> Class 1 Landfill Unit(s)    | <input type="checkbox"/> Autoclave(s)                     |
| <input type="checkbox"/> Process Tank(s)             | <input type="checkbox"/> Refrigeration Unit(s)            |
| <input type="checkbox"/> Storage Tank(s)             | <input type="checkbox"/> Mobile Processing Unit(s)        |
| <input type="checkbox"/> Tipping Floor               | <input type="checkbox"/> Type VI Demonstration Unit       |
| <input type="checkbox"/> Storage Area                | <input type="checkbox"/> Compost Pile(s) and/or Vessel(s) |
| <input type="checkbox"/> Container(s)                | <input type="checkbox"/> Other (Specify)                  |
| <input type="checkbox"/> Roll-off Boxes              | <input type="checkbox"/> Other (Specify)                  |
| <input type="checkbox"/> Surface Impoundment         | <input type="checkbox"/> Other (Specify)                  |

### 16. Description of the Revisions to the Facility

Skip this box, if "New" is selected under "Application Type".

Provide a brief description of all revisions to the permit conditions and supporting documents referenced by the permit. Also, provide an explanation of why the amendment is requested.

**Major Amendment for a lateral and vertical expansion of an TCEQ Permit MSW-956B existing facility.**

### 17. Facility Contact Information

**Site Operator (Permittee/Registrant) Name: City of Edinburg**

Customer Reference No. (if issued)\*: **CN600647978**

Mailing Address: **P.O. Box 1079**

City: **Edinburg** County: **Hidalgo** State: **TX** Zip Code: **78540**

(Area Code) Telephone Number: **(956) 381-5635**

Email Address:

TX Secretary of State (SOS) Filing Number:

\*If the Site Operator (Permittee/Registrant) does not have this number, complete a TCEQ Core Data Form (TCEQ-10400) and submit it with this application. List the Site Operator (Permittee/Registrant) as the Customer.

**Operator Name<sup>1</sup>: "Same as "Site Operator Permittee"**

Customer Reference No. (if issued)\*:

Mailing Address:

City: County: State: Zip Code:

(Area Code) Telephone Number:

Email Address:

TX SOS Filing Number:

<sup>1</sup>If the Operator is the same as Site Operator/Permittee type "Same as "Site Operator (Permittee/Registrant)".

\*If the Operator does not have this number, complete a TCEQ Core Data Form (TCEQ-10400) and submit it with this application. List the Operator as the customer.

**Consultant Name (if applicable): Golder Associates Inc.**

Texas Board of Professional Engineers Firm Registration Number: **F-2578**

Mailing Address: **500 Century Plaza Drive, Suite 190**

City: **Houston** County: **Harris** State: **TX** Zip Code: **77073**

(Area Code) Telephone Number: **(281) 821-6868**

E-Mail Address: **cireland@golder.com**

**Agent in Service Name (required only for out-of-state): N/A**

Mailing Address:

City: County: State: Zip Code:

(Area Code) Telephone Number:

E-Mail Address:

**18. Facility Supervisor's License**

Select the Type of License that the Solid Waste Facility Supervisor, as defined in 30 TAC Chapter 30, Occupational Licenses and Registrations, will obtain prior to commencing facility operations.

☒ Class A ☐ Class B

**19. Ownership Status of the Facility**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Corporation         | <input type="checkbox"/> Limited Partnership        | <input type="checkbox"/> Federal Government |
| <input type="checkbox"/> Individual          | <input checked="" type="checkbox"/> City Government | <input type="checkbox"/> Other Government   |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> County Government          | <input type="checkbox"/> Military           |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> State Government           | <input type="checkbox"/> Other (Specify):   |

Does the Site Operator (Permittee/Registrant) own all the facility units and all the facility property?

☒ Yes ☐ No

If "No", provide the information requested below for any additional ownership.

**Owner Name:**

Street or P.O. Box:

City: County: State: Zip Code:

(Area Code) Telephone Number:

Email Address (optional):

**20. Other Governmental Entities Information**

**Texas Department of Transportation District: Pharr**

District Engineer's Name: **Toribio Garza Jr., P.E.**

Street Address or P.O. Box: **600 W. US Expressway 83**

City: **Pharr** County: **Hidalgo** State: **TX** Zip Code: **78511-1231**

(Area Code) Telephone Number: **(956) 702-6101**

E-Mail Address (optional):

**The Local Governmental Authority Responsible for Road Maintenance (if applicable): Public Works**

Contact Person's Name: **Ponciano N. Longoria, Director of Public Works**

Street Address or P.O. Box: **415 W. University Drive**

City: **Edinburg** County: **Hidalgo** State: **TX** Zip Code: **78541**

(Area Code) Telephone Number: **(956) 388-8210**

E-Mail Address (optional): **plongoria@cityofedinburg.com**

**City Mayor Information**

City Mayor's Name: **Richard H Garcia**

Office Address: **415 W. University Drive**

City: **Edinburg** County: **Hidalgo** State: **TX** Zip Code: **78541**

(Area Code) Telephone Number: **(956) 388-8204**

E-Mail Address (optional):

**City Health Authority: N/A**

Contact Person's Name:

Street Address or P.O. Box:

City: County: State: Zip Code:

(Area Code) Telephone Number:

E-Mail Address (optional):

**County Judge Information**

County Judge's Name: **Honorable Ramon Garcia**

Street Address or P.O. Box: **100 E. Cano St., 2<sup>nd</sup> Floor**

City: **Edinburg** County: **Hidalgo** State: **TX** Zip Code: **78539**

(Area Code) Telephone Number: **(956) 318-2600**

E-Mail Address (optional):

**County Health Authority: Hidalgo County Health Department**

Contact Person's Name: **Eduardo Olivarez**

Street Address or P.O. Box: **1304 South 25<sup>th</sup> Ave.**

City: **Edinburg** County: **Hidalgo** State: **TX** Zip Code: **78539**

(Area Code) Telephone Number: **(956) 383-6221**

E-Mail Address (optional):

**State Representative Information**

District Number: **40**

State Representative's Name: **Terry Canales**

District Office Address: **101 North 10<sup>th</sup> Avenue, Suite B**

City: **Edinburg** County: **Hidalgo** State: **TX** Zip Code: **78541**

(Area Code) Telephone Number: **(956) 383-0860**

E-Mail Address (optional):

**State Senator Information**

District Number: **20**

State Senator's Name: **Honorable Juan "Chuy" Hinojosa**

District Office Address: **612 Nolana, Suite 410B**

City: **McAllen** County: **Hidalgo** State: **TX** Zip Code: **78504**

(Area Code) Telephone Number: **(956) 972-1841**

E-Mail Address (optional):



**Council of Government (COG) Name: Lower Rio Grande Valley Development Council**

COG Representative's Name: **Ron Garza**

COG Representative's Title: **Executive Director**

Street Address or P.O. Box: **301 W. Railroad St.**

City: **Weslaco** County: State: **TX** Zip Code: **78591**

(Area Code) Telephone Number: **(956) 682-3481**

E-Mail Address (optional): **rongarza@lrgvdc.org**

**River Basin Authority Name: N/A**

Contact Person's Name:

Watershed Sub-Basin Name:

Street Address or P.O. Box:

City: County: State: Zip Code:

(Area Code) Telephone Number:

E-Mail Address (optional):

**Coastal Management Program**

Is the facility within the Coastal Management Program boundary?

☐ Yes ☒ No

**U.S. Army Corps of Engineers**

The facility is located in the following District of the U.S. Army Corps of Engineers:

☐ Albuquerque, NM ☒ Galveston, TX  
☐ Ft. Worth, TX ☐ Tulsa, OK

**Local Government Jurisdiction**

Within City Limits of: **Edinburg**

Within Extraterritorial Jurisdiction of: **Edinburg**

Is the facility located in an area in which the governing body of the municipality or county has prohibited the storage, processing or disposal of municipal or industrial solid waste?

☐ Yes ☒ No

(If "Yes", provide a copy of the ordinance or order as an attachment):

## Signature Page

I, Ramiro L. Gomez, Jr., Director Solid Waste Management Department,  
(Site Operator (Permittee/Registrant)'s Authorized Signatory) (Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: Ramiro Gomez

Date: 7/21/17

-----  
TO BE COMPLETED BY THE OPERATOR IF THE APPLICATION IS SIGNED BY AN AUTHORIZED REPRESENTATIVE FOR THE OPERATOR

I, \_\_\_\_\_, hereby designate \_\_\_\_\_  
(Print or Type Operator Name) (Print or Type Representative Name)

as my representative and hereby authorize said representative to sign any application, submit additional information as may be requested by the Commission; and/or appear for me at any hearing or before the Texas Commission on Environmental Quality in conjunction with this request for a Texas Water Code or Texas Solid Waste Disposal Act permit. I further understand that I am responsible for the contents of this application, for oral statements given by my authorized representative in support of the application, and for compliance with the terms and conditions of any permit which might be issued based upon this application.

\_\_\_\_\_  
Printed or Typed Name of Operator or Principal Executive Officer

\_\_\_\_\_  
Signature

-----  
SUBSCRIBED AND SWORN to before me by the said Ramiro L. Gomez

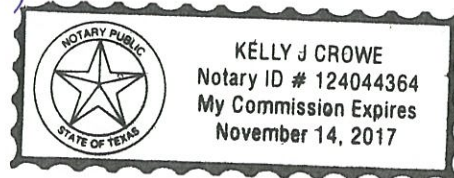
On this 21 day of July, 2017

My commission expires on the 14 day of November, 2017

Kelly J. Crowe  
Notary Public in and for

Harris County, Texas

(Note: Application Must Bear Signature & Seal of Notary Public)



## Part I Attachments

(See Instructions for P.E. seal requirements.)

### Required Attachments

### Attachment No.

Supplementary Technical Report  
Property Legal Description  
Property Metes and Bounds Description  
Facility Legal Description  
    Facility Metes and Bounds Description  
    Metes and Bounds Drawings  
    On-Site Easements Drawing  
Land Ownership Map  
Land Ownership List  
    Electronic List or Mailing Labels  
Texas Department of Transportation (TxDOT) County Map  
General Location Map  
General Topographic Map  
Verification of Legal Status  
Property Owner Affidavit  
Evidence of Competency

### Additional Attachments as Applicable- Select all those apply and add as necessary

- ☒ TCEQ Core Data Form(s)
- ☒ Signatory Authority Delegation
- ☒ Fee Payment Receipt
- ☐ Confidential Documents
- ☐ Waste Storage, Processing and Disposal Ordinances
- ☒ Final Plat Record of Property
- ☐ Certificate of Fact (Certificate of Incorporation)
- ☐ Assumed Name Certificate

**TCEQ CORE DATA FORM**





# TCEQ Core Data Form

TCEQ Use Only

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

## SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)		
<input checked="" type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)		<input type="checkbox"/> Other
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in <a href="#">Central Registry**</a>	3. Regulated Entity Reference Number (if issued)
CN 600647978		RN 102217734

## SECTION II: Customer Information

4. General Customer Information	5. Effective Date for Customer Information Updates (mm/dd/yyyy)	July 2017	
<input type="checkbox"/> New Customer <input checked="" type="checkbox"/> Update to Customer Information <input type="checkbox"/> Change in Regulated Entity Ownership			
<input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)			
<b>The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).</b>			
6. Customer Legal Name (If an individual, print last name first: e.g.: Doe, John)		If new Customer, enter previous Customer below:	
Edinburg Regional Disposal Facility		City of Edinburg Landfill	
7. TX SOS/CPA Filing Number	8. TX State Tax ID (11 digits)	9. Federal Tax ID (9 digits)	10. DUNS Number (if applicable)
	17460007143	746000714	140204509
11. Type of Customer:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual	Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited
Government: <input checked="" type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other:	
12. Number of Employees		13. Independently Owned and Operated?	
<input type="checkbox"/> 0-20 <input checked="" type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
14. Customer Role (Proposed or Actual) - as it relates to the Regulated Entity listed on this form. Please check one of the following:			
<input type="checkbox"/> Owner <input type="checkbox"/> Operator <input checked="" type="checkbox"/> Owner & Operator			
<input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> Voluntary Cleanup Applicant <input type="checkbox"/> Other:			
15. Mailing Address:	P.O. Box 1079		
	City	Edinburg	State TX ZIP 78540 ZIP + 4
16. Country Mailing Information (if outside USA)		17. E-Mail Address (if applicable)	
		rgomez@CityofEdinburg.com	
18. Telephone Number		19. Extension or Code	20. Fax Number (if applicable)
( 956 ) 381 - 5635			( 956 ) 292 - 2120

## SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If 'New Regulated Entity' is selected below this form should be accompanied by a permit application)	
<input type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input checked="" type="checkbox"/> Update to Regulated Entity Information	
<b>The Regulated Entity Name submitted may be updated in order to meet TCEQ Agency Data Standards (removal of organizational endings such as Inc, LP, or LLC).</b>	
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)	
City of Edinburg Landfill	



23. Street Address of the Regulated Entity: (No PO Boxes)	8601 North Jasman Road						
	City	Edinburg	State	TX	ZIP	78542	ZIP + 4
24. County	Hidalgo						

Enter Physical Location Description if no street address is provided.

25. Description to Physical Location:	6.7 miles north of Edinburg City Limits, Exit US281 onto eastbound FM2812. Turn (left) (north) at Jasman Road.				
26. Nearest City	Edinburg		State	TX	Nearest ZIP Code
					78542
27. Latitude (N) In Decimal:	26.388132°		28. Longitude (W) In Decimal:	-98.130716°	
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
26	23	53.33	98	7	48.25
29. Primary SIC Code (4 digits)	30. Secondary SIC Code (4 digits)		31. Primary NAICS Code (5 or 6 digits)		32. Secondary NAICS Code (5 or 6 digits)
4953	9511		562212		
33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)					
Solid waste disposal facility					
34. Mailing Address:	8601 North Jasman Road				
	City	Edinburg	State	TX	ZIP
				78542	ZIP + 4
35. E-Mail Address:		rgomez@cityofedinburg.com			
36. Telephone Number		37. Extension or Code		38. Fax Number (if applicable)	
( 956 ) 381 - 5635				( 956 ) 292 - 2120	

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.

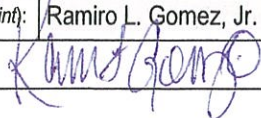
<input type="checkbox"/> Dam Safety	<input type="checkbox"/> Districts	<input type="checkbox"/> Edwards Aquifer	<input checked="" type="checkbox"/> Emissions Inventory Air	<input type="checkbox"/> Industrial Hazardous Waste
			HN0018R	
<input checked="" type="checkbox"/> Municipal Solid Waste	<input checked="" type="checkbox"/> New Source Review Air	<input type="checkbox"/> OSSF	<input type="checkbox"/> Petroleum Storage Tank	<input type="checkbox"/> PWS
956B	81830			
<input type="checkbox"/> Sludge	<input checked="" type="checkbox"/> Storm Water	<input checked="" type="checkbox"/> Title V Air	<input type="checkbox"/> Tires	<input checked="" type="checkbox"/> Used Oil
	TXR05Y266	O-02841		HAU0055
<input type="checkbox"/> Voluntary Cleanup	<input type="checkbox"/> Waste Water	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:

#### SECTION IV: Preparer Information

40. Name:	Chad Ireland		41. Title:	Senior Project Geological Engineer
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address	
( 281 ) 821 - 6868		( 281 ) 821 - 6870	cireland@golder.com	

#### SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

Company:	City of Edinburg Landfill	Job Title:	Director of Solid Waste Management
Name (In Print):	Ramiro L. Gomez, Jr.	Phone:	( 956 ) 381 - 5635
Signature:		Date:	7/21/17





PERMIT AMENDMENT APPLICATION

Part I

## FACILITY AND APPLICANT INFORMATION

## SUPPLEMENTARY TECHNICAL REPORT

Edinburg Regional Disposal Facility

Edinburg, Hidalgo County, Texas

TCEQ Permit MSW-956C

**Submitted To:** City of Edinburg  
Department of Solid Waste Management  
8601 North Jasman Road  
Edinburg, Texas 78541 USA

**Submitted By:** Golder Associates Inc.  
500 Century Plaza Drive, Suite 190  
Houston, TX 77073 USA

July 2017



GOLDER ASSOCIATES INC.  
Professional Engineering Firm  
Registration Number F-2578

INTENDED FOR PERMITTING  
PURPOSES ONLY

Project No. 1401491



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GOLDER ASSOCIATES INC.  
 Professional Engineering Firm  
 Registration Number F-2578  
 INTENDED FOR PERMITTING  
 PURPOSES ONLY

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GOLDER ASSOCIATES INC.  
Professional Engineering Firm  
Registration Number F-2578

INTENDED FOR PERMITTING  
PURPOSES ONLY

## 1.0 FACILITY AND APPLICANT INFORMATION

### 1.1 Application

30 TAC §§330.57(i)(1), 330.59(a)(1), 305.45(a)(3), 305.45(a)(4), & 281.5(1)&(4)

The City of Edinburg submits this permit amendment application for the Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C, a Type I municipal solid waste (MSW) disposal facility. This permit amendment application has been prepared consistent with 30 Texas Administrative Code (TAC) Chapter 330 Municipal Solid Waste Regulations adopted by the Texas Commission on Environmental Quality (TCEQ).

Part I of this permit amendment application contains information about the site and applicant, as required by 30 TAC §§281.5, 305.45, and 330.59. Part II of the permit amendment application describes waste acceptance, existing conditions and the character of the facility and surrounding area, as required by 30 TAC §330.61. Part III of the permit amendment application presents engineering information, detailed investigative reports, the schematic designs of the facility, and the required plans, as required by 30 TAC §330.63. Part IV of the permit amendment application contains the Site Operating Plan, which includes specific information regarding the daily operations of the site, as required by 30 TAC §330.65.

Upon submittal of this application to the Texas Commission of Environmental Quality (TCEQ), the City of Edinburg shall post a complete copy, including all revisions and supplements, for information purposes at <http://www.cityofedinburg.com>.

### 1.2 General Facility Information

#### 1.2.1 Location Description, Facility Name, Mailing Address

30 TAC §§305.45(a)(1) & 305.59(b)(1)

Edinburg Regional Disposal Facility  
P.O. Box 1079  
Edinburg, Hidalgo County, Texas 78540

Edinburg Regional Disposal Facility TCEQ Permit MSW-956C is located approximately 1,900 feet east of U.S. Hwy 281 and 3,200 feet north of FM 2812 in Edinburg, Hidalgo County, Texas. Figure I-1 shows the facility location.

### 1.2.2 Access Routes

30 TAC §305.59(b)(2)

The facility entrance is located at 8601 Jasman Road north of FM 2812 and is shared with the City's Type IV Landfill TCEQ Permit MSW-2302. The access route to the facility from US Hwy 281 is eastbound on FM 2812 and north onto Jasman Road. An additional facility access route, used only for landfill operations and maintenance vehicles as well as for emergency response vehicles from US Hwy 281, is eastbound on Encinitos Road. Figure I-1 shows access routes via major roadways to facility.

### 1.2.3 Geographic Coordinates

30 TAC §305.59(b)(3)

Geographical coordinates of the facility represented by the permanent site benchmark are:

Latitude: N 26° 23' 53.33"  
Longitude: W 98° 07' 48.25"  
Elevation: 84.85 ft-msl

The permanent site benchmark monument, a bronze marker set in concrete with the benchmark elevation and survey date stamped on it, is established in an area that is readily accessible and will not be used for disposal. The monument elevation was surveyed from a known United States Coast and Geodetic Survey benchmark. Figure I-1 shows the location of the benchmark in relation to the facility.

## 1.3 Maps

30 TAC §§305.45(a)(6), 330.59(c)(1), & 330.59(c)(2)

**Table I-1: Maps**

Figure	Title	Citation
I-1	Facility Location Map	30 TAC §330.59(c)(1)
I-2	TxDOT County Map	30 TAC §330.59(c)(2)
I-3	USGS Topographic Map	30 TAC §305.45(a)(6)(A)
I-4	Land Use Map	30 TAC §305.45(a)(6)(B)
I-5	Land Ownership Map	30 TAC §305.45(a)(6)(D) & §330.59(c)(3)(A)
1-6	Facility Layout Map	30 TAC §305.45(a)(6)

- Note: 1. No storm water intake or discharge structures are located within facility according to Part III2, Surface Water Drainage Report.
2. Structures associated with the facility's disposal activities including an outline of the solid waste management units, interior road, and surface water drainage features as well as entrance facility structures including gatehouse and scales, office, maintenance buildings, and entrance road are depicted on Figure I-6.
3. All waste disposal activities conducted on the tract are included in this application.

### **1.3.1 Facility Location Map**

30 TAC §330.59(c)(1)

The Facility Location Map illustrates the expansion permit boundary in relation to the permit boundary for TCEQ Permit MSW-956B, Type IV Landfill TCEQ Permit MSW-2302, and the landfill facilities that serve both landfills.

### **1.3.2 TxDOT County Map**

30 TAC §330.59(c)(2)

The TxDOT County Map illustrates the expansion permit boundary with a base map taken from a portion of county maps prepared by Texas Department of Transportation (TxDOT) with a scale of one-half inch equals one mile.

### **1.3.3 USGS Topographic Map**

30 TAC §§305.45(a)(6) & 305.45(a)(6)(A)

The USGS Topographic Map depicts the expansion permit boundary with a base map taken from the United States Geological Survey (USGS) 7-1/2-minute quadrangle sheets with a scale of one inch equals one mile and illustrates each well, spring, and surface water body or other water in the state within the map area.

### **1.3.4 Land Use Map**

30 TAC §305.45(a)(6)(B)

The Land Use Map is a constructed map showing the facility boundary and land uses within 1 mile such as commercial, industrial, residential, recreational, institutional, and open areas used for agricultural, pastureland, or roadways.

## **1.4 Land Ownership Map and Land Ownership List**

30 TAC §§305.45(a)(6)(D) & 330.59(c)(3), & 281.5

The Land Ownership Map locates the property owned by adjacent and potentially affected landowners within a quarter-mile of the facility. No mineral interest ownership under the facility nor facility easement holders were located in the Hidalgo County Appraisal District records as of the date of this application. Mineral interest owners and easement holders known to the City have been included on the landowner's list. The landowner's list is provided in electronic format on an enclosed compact disc.



## **1.5 Legal Description**

30 TAC §330.59(d)

Legal description documentation is provided in Appendix IA.

### **1.5.1 Ownership Record**

30 TAC §330.59(d)(1)(A)

The current ownership record of facility property and pipeline easements is provided in Appendix IA1.

### **1.5.2 Plat Records**

30 TAC §330.59(d)(1)(B)

Plats of facility property is provided in Appendix IA2.

### **1.5.3 Boundary Metes and Bounds Description**

30 TAC §330.59(d)(1)(C)

A boundary metes and bounds description of the facility signed and sealed by a registered professional land surveyor is provided in Appendix IA3.

### **1.5.4 Boundary Metes and Bounds Exhibit**

30 TAC §330.59(d)(1)(D)

A boundary metes and bounds exhibit of the facility signed and sealed by a registered professional land surveyor is provided in Appendix IA4.

### **1.5.5 Property Owner Affidavit**

30 TAC §330.59(d)(2)(D)

A property owner affidavit signed by the owner is provided in Appendix IA5.

## **1.6 Legal Authority**

### **1.6.1 Legal Status**

30 TAC §330.59(e)

The sole owner and operator of the Edinburg Regional Disposal Facility is the City of Edinburg. Under Texas law the City has the responsibility to provide for the management of solid waste generated by residences and businesses within its city limits. The City Charter establishes that the City Manager is the

chief executive officer of the City. As the City's executive officer, the City Manager or designee is designated to sign the application. No other person or entity owns more than 20 percent of the facility.

### **1.6.2 Ownership Status**

30 TAC §305.45(a)(2)

The City of Edinburg is a Texas home-rule municipality.

## **1.7 Evidence of competency**

30 TAC §330.59(f)

The applicant for this landfill amendment is the City of Edinburg, who is also the owner of the Edinburg Regional Disposal Facility. The sections below provide evidence of competency information for City of Edinburg officials and Edinburg Regional Disposal Facility management and personnel.

### **1.7.1 Solid Waste Facility Ownership and Operation**

30 TAC §§330.59(f)(1) & 330.59(f)(2)

The Edinburg Regional Disposal Facility is owned and operated by the City of Edinburg. The Type I landfill facility has been operating in good standing with the State of Texas since December 1976. The City of Edinburg owns the adjacent Type IV Landfill, which it has operated since 2006. Below is a list of Texas Solid Waste Sites Owned/Operated by the City of Edinburg within the last ten years.

**Table I-2: Solid Waste Facilities**

Site Name	Type	TCEQ Permit	County	Dates of Operation
Edinburg Sanitary Landfill	Type I	MSW-956B	Hidalgo	1976 to present
Type IV Landfill	Type IV	MSW- 2302	Hidalgo	2006 to present

### **1.7.2 Licensed Solid Waste Facility Supervisor**

30 TAC §330.59(f)(3)

#### **Mr. Ramiro L. Gomez, Jr. Director, Department of Solid Waste Management**

Mr. Gomez is licensed pursuant to 30 TAC Chapter 30 and has over 16 years of experience in solid waste collections, disposal, and recycling. Mr. Gomez is familiar with and has the aptitude to implement operational aspects of solid waste disposal operations including knowledge of relevant regulations and permit requirements, waste-handling and safe management practices for disposal of municipal solid waste, health and safety, and waste identification. The Director or designated alternate will serve as the emergency

coordinator for the facility. Mr. Gomez manages a staff of 95 employees in 8 service activities and ensures ongoing education, safety and training programs for the department.

Ramiro Gomez has been with the City of Edinburg since June 2000 and has been Director in charge of all solid waste collection, processing and disposal operations for the last thirteen years. Mr. Gomez directs and oversees all aspects of the Solid Waste System and leads a complement of 95 Professionals, Managers, Supervisors, Drivers and Support Personnel. Mr. Gomez administers all quality control and regulatory compliance aspects of the system, permit development and implementation functions of both the disposal and processing system, and administers all aspects of capital construction projects and expenditures.

Prior to coming to work for the City of Edinburg, Mr. Gomez worked for the City of Roma Water Processing and Distribution System before being hired on as a Planner with the Lower Rio Grande Valley Development Council. Mr. Gomez currently serves as Chairman of the Regional Solid Waste Advisory Committee.

### **Facility Supervisor**

The Director of Solid Waste Management (DSWM) will appoint a Site Manager (SM) to provide on-site management of the daily facility operations. The Site Manager will be an experienced manager/supervisor, who is familiar with and has the aptitude to implement operational aspects of solid waste disposal operations including knowledge of relevant regulations and permit requirements, waste-handling and safe management practices for disposal of municipal solid waste, health and safety, and waste identification.

### **1.7.3 City of Edinburg Officials**

30 TAC §330.59(f)(4)

Synopsis of the City Officials and their initial Election Date.

**Table I-3: City of Edinburg Officials**

Richard H. Garcia	Mayor
Richard H. Garcia is a Federal Criminal Law Attorney and a senior partner with an established law firm. He is currently serving his second term as Mayor of the City of Edinburg, having served from 2003-2006	
J.R. Betancourt	Mayor Pro Tem
J.R. Betancourt is a certified public accountant and business consultant and owner of Joel R. Betancourt, CPA PLLC. He is also a partner with Betancourt & Garza LLP.	

Homer Jasso Jr.	Councilmember
Homer Jasso, Jr. is a business man and owner of Superior Oil Express in Mission. Jasso has been on the Edinburg City Council since 2012 and is currently serving his second term.	
Richard Molina	Councilmember
Richard Molina is the owner and manager of Molina Rental Properties in Edinburg. He is a U.S. Army veteran and former City police sergeant.	
David Torres	Councilmember
David Torres is a businessman and entrepreneur. He is the owner of David's Bail Bonds, At Home Health Care, A-Lightning Bail Bonds, Torres Rental Properties, and JDRED Investments.	
Richard Hinojosa	City Manager
Mr. Hinojosa has twenty-three (23) years of Municipal Government experience working for the Cities of Edinburg, McAllen, San Juan and San Benito. Mr. Hinojosa has fifteen (15) years of experience working for the Lower Rio Grande Valley Development Council the Council of Governments representing the three County region of Cameron, Hidalgo and Willacy. Mr. Hinojosa has worked for the City of Edinburg for sixteen (16) years and assumed the position of City Manager on December 7, 2015.	

#### **1.7.4 Landfilling Experience and Dedicated Equipment**

30 TAC §330.59(f)(5)

The City of Edinburg has been successfully operating the Edinburg Regional Disposal Facility in compliance with Texas municipal solid waste regulations since 1976.

Sufficient equipment will be provided at the facility to conduct site operations in accordance with the design of the facility, the method of landfill operations, the rate of waste acceptance, and the permit conditions. Part IV, Site Operating Plan provides a description, including the minimum number, size, type, and function of the equipment to be utilized at the facility based on the estimated waste acceptance rate and other operational requirements.

Subject to the description of equipment in Part IV, the following is a list of equipment generally expected to be available for use at the facility. Other equivalent types of equipment may be substituted for this equipment on an as-needed basis.

**Table I-4: Equipment List**

Equipment Type	Waste Acceptance Rate <sup>(1)(2)</sup> (Tons Per Year)				Minimum Size <sup>(3)</sup>	Function
	Less Than 350,000	350,001 to 750,000	750,001 to 1,250,000	1,250,001 to 1,750,000		
Compactor	1	1	2	2	40,000 lb.	Waste spreading and compaction, fire protection
Bulldozer	1	2	2	3	140 horsepower	Movement and placement of soil, waste spreading and compaction, fire protection
Excavator <sup>(2)</sup>	1	1	1	1	2.5 cy bucket	Excavation of soil, fire protection
Haul Truck <sup>(2)</sup>	1	2	2	2	20 cy	Hauling of soil, fire protection
Motor Grader	1	1	1	1	12-ft blades	Grading of access roads
Water Truck	1	1	1	1	1,500 gallons	Dust control, fire protection

Notes:

(1) The equipment size is the minimum size to be provided.

(2) The equivalent function of an excavator and a haul truck(s) working in tandem to excavate and transport soil may be met by a scraper. Thus, at the facility's discretion, the excavator(s) and haul truck(s) may be replaced by a scraper(s) that provides equivalent production rates.

(3) In the event of equipment breakdown or maintenance, backup equipment will be provided from other facilities that the City owns/operates, or from independent contractors or local rental companies, to avoid interruption of waste services and required facility operations.

## 1.8 Signatory Authority Delegation

30 TAC §§330.59(g) & 330.44

### 1.8.1 Appointments

30 TAC §330.59(g)

Provided in Appendix 1D is a Resolution of the City of Edinburg for an Appointment of Applicant's Agent by the City of Edinburg duly appointing Mr. Richard M. Hinojosa, City Manager and Mr. Ramiro L. Gomez Jr., Director of Department of Solid Waste Management as its agent and signatory in matters concerning the application to amend TCEQ Permit MSW-956B. Also included is an Appointment of Applicant's Agent by the City of Edinburg retaining Golder Associates Inc. as consulting and designing engineers.

### 1.8.2 Application Signature

30 TAC §§330.44(a)(3) & 330.44(b)

This application for an amendment application submitted by the City of Edinburg is signed in accordance to §330.44(a)(3)&(b) on the Part I Form.

### 1.9 Permits and Construction Approvals

30 TAC §330.45(a)(7)

The City of Edinburg has not received or applied for permits under any of the following programs:

- Hazardous Waste Management Program under the Texas Solid Waste Disposal Act;
- Underground Injection Control Program under the Texas Injection Well Act;
- National Pollutant Discharge Elimination System Program under the Clean Water Act and Waste Discharge Program under Texas Water Code, Chapter 26;
- Prevention of Significant Deterioration Program under the Federal Clean Air Act (FCAA);
- Nonattainment Program under the FCAA;
- national emission standards for hazardous air pollutants preconstruction approval under the FCAA;
- ocean dumping permits under the Marine Protection Research and Sanctuaries Act;
- dredge or fill permits under the FCAA;
- licenses under the Texas Radiation Control Act; and
- subsurface area drip dispersal system permits under Texas Water Code, Chapter 32.

Other environmental permits received or applied for are summarized in Table I-5.

**Table I-5 Permits, Registrations, or Other Authorizations**

Program	ID Type	ID Number
Air Emissions Inventory	Account Number	HN0018R
Air New Source Permits	Account Number	HN0018R
Air New Source Permits	AFS Number	4821500651
Air New Source Permits	Registration	81830
Air Operating Permits	Permit	2841
Municipal Solid Waste Disposal	Permit	2302
Municipal Solid Waste Disposal	Permit	956 (Cancelled)
Municipal Solid Waste Disposal	Permit	956A (Inactive)
Municipal Solid Waste Disposal	Permit	956B
Sludge	Registration	23165 (Cancelled)
Stormwater	Permit	TXR05O693 (Expired)



Program	ID Type	ID Number
Stormwater	Permit	TXR05Y266
Used Oil	Registration	HAU0055
Water Quality Non Permitted	ID Number	TXR05A393 (Inactive)
Air Emissions Inventory	Account Number	HN0018R
Air New Source Permits	Account Number	HN0018R
Air New Source Permits	AFS Number	4821500651
Air New Source Permits	Registration	81830
Air Operating Permits	Permit	2841
Municipal Solid Waste Disposal	Permit	2302

### 1.10 Application Fees

30 TAC §330.59(h)

On behalf of the City of Edinburg, Golder Associates Inc. has made payment of the \$150 permit amendment application fee. This fee was paid online using TCEQ e-pay at [www.tceq.state.tx.us/e-service/index.html](http://www.tceq.state.tx.us/e-service/index.html) and the e-pay receipt is provided in Appendix ID.

## 2.0 SUPPLEMENTARY TECHNICAL REPORT

30 TAC §305.45(a)(8)

This report is prepared by a Texas licensed professional engineer experienced in the field to which the application relates and thoroughly familiar with the operation for which the application is made.

### 2.1 General Description

30 TAC §305.45(a)(8)(A)

The Edinburg Sanitary Landfill is an active, 253.5-acre Type I municipal solid waste (MSW) facility owned and operated by the City of Edinburg, Texas (City) under TCEQ Permit MSW-956B. This facility is located approximately 1,900 feet east of US Hwy 281 and 3,200 feet north of FM 2812 in Edinburg, Hidalgo County, Texas.

Within its permit boundary, the total area consists of a total of 192.9 acres of permitted waste disposal and 60.6 acres of non-waste disposal. Waste disposal areas include 29.2 acres of Pre-Subtitle D Units 1-4 with final cover in place, and 163.7 acres of Subtitle D, Units 5-6.

### 2.1.1 Permit History

The Edinburg Sanitary Landfill TCEQ Permit MSW-956, was a 100.0-acre MSW facility permitted in December 10, 1976 which included waste disposal Units 1-5. Of these units, the eastern 29.2 acres included Pre-Subtitle D Units 1-4 that currently has final cover in place with slopes of approximately 2% and the western 52.9 acres, Unit 5, was upgraded to Subtitle D requirements with a Class I Permit Modification submitted to the TNRCC on October 7, 1994.

A vertical expansion amendment to the 100.0-acre MSW facility, Edinburg Sanitary Landfill TCEQ Permit MSW-956A, was issued on October 9, 1996 increasing the maximum fill elevation of Unit 5 to approximately 145 ft-msl and also included drainage revisions.

A lateral expansion amendment for a 253.5-acre MSW facility, Edinburg Sanitary Landfill TCEQ Permit MSW-956B, was issued on July 18, 2002. This lateral expansion added approximately 110.8 acres of waste disposal area, Unit 6, east of Pre-Subtitle D Units 1-4 with a maximum fill elevation of approximately 213 ft-msl.

### 2.1.2 Lateral and Vertical Expansion

The lateral and vertical expansion amendment for a 602.5-acre MSW facility, Edinburg Regional Disposal Facility TCEQ Permit MSW-956C, adds 213.1 acres of waste disposal area including 205.7 acres, Unit 7, located east and north east of Unit 6 and 7.4 acres between Pre-Subtitle D Units 1-4 and Unit 6.

Waste disposal areas Units 1-4 and the additional 7.4 acres will be developed as one of two options; an Overliner or Unit 8. The Overliner option includes construction of a lining system over the in-place final cover of Pre-Subtitle D Units 1-4 and the Unit 8 option will relocate the waste within Pre-Subtitle D Units 1-4. The elevation of the deepest excavation is 70 ft-msl and the maximum final contour elevation is 398 ft-msl. Figure I-5 illustrates waste disposal area locations.

## 2.2 Disposal Volume and Rates

30 TAC §305.45(a)(8)(B)(i)

Edinburg Regional Disposal Facility TCEQ Permit MSW-956C has a waste disposal area of 406.0 acres with a total disposal capacity 87,301,156 cubic yards. According to the FY 2016 MSW Annual Report for TCEQ Permit MSW-956B, the facility received approximately 494,319 tons of waste and has 5,738,691 cubic yards of remaining airspace.

The waste acceptance rate will vary over the life of the facility depending on market conditions. With a resulting 81,562,465 cubic yards of remaining airspace, the site life is extended to over 60 years and the

rate of waste disposal could reach approximately 1,625,000 tons per year. The total disposal capacity and site life calculations are provided in Part III3A, Volume and Site Life Calculations.

<b>Table I-6: Permit Condition Comparison</b>	<b>TCEQ Permit MSW-956B</b>	<b>TCEQ Permit MSW-956C</b>
Permitted Area (acre)	253.5	602.5
Waste Disposal Unit Area (acre)	192.9	406.0
Buffer/Other Area (acre)	60.6	196.5
Remaining Capacity (cubic yards)	5,738,691	81,562,465
Remaining Projected Site Life (years)	8 years	64 years
Maximum Elevation (ft-msl)	213	398
Elevation of Deepest Excavation (ft-msl)	70	70

Refer to Figure I-5

## 2.3 Properties of Waste

30 TAC §305.45(a)(8)(B)(ii)

Waste authorized for acceptance at the facility in accordance with Part II, Waste Acceptance Plan will be appropriate for a Type I municipal solid waste disposal facility and will not have constituents or characteristics that will negatively impact or influence the design and operation of the facility.

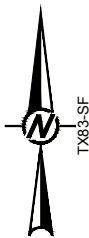
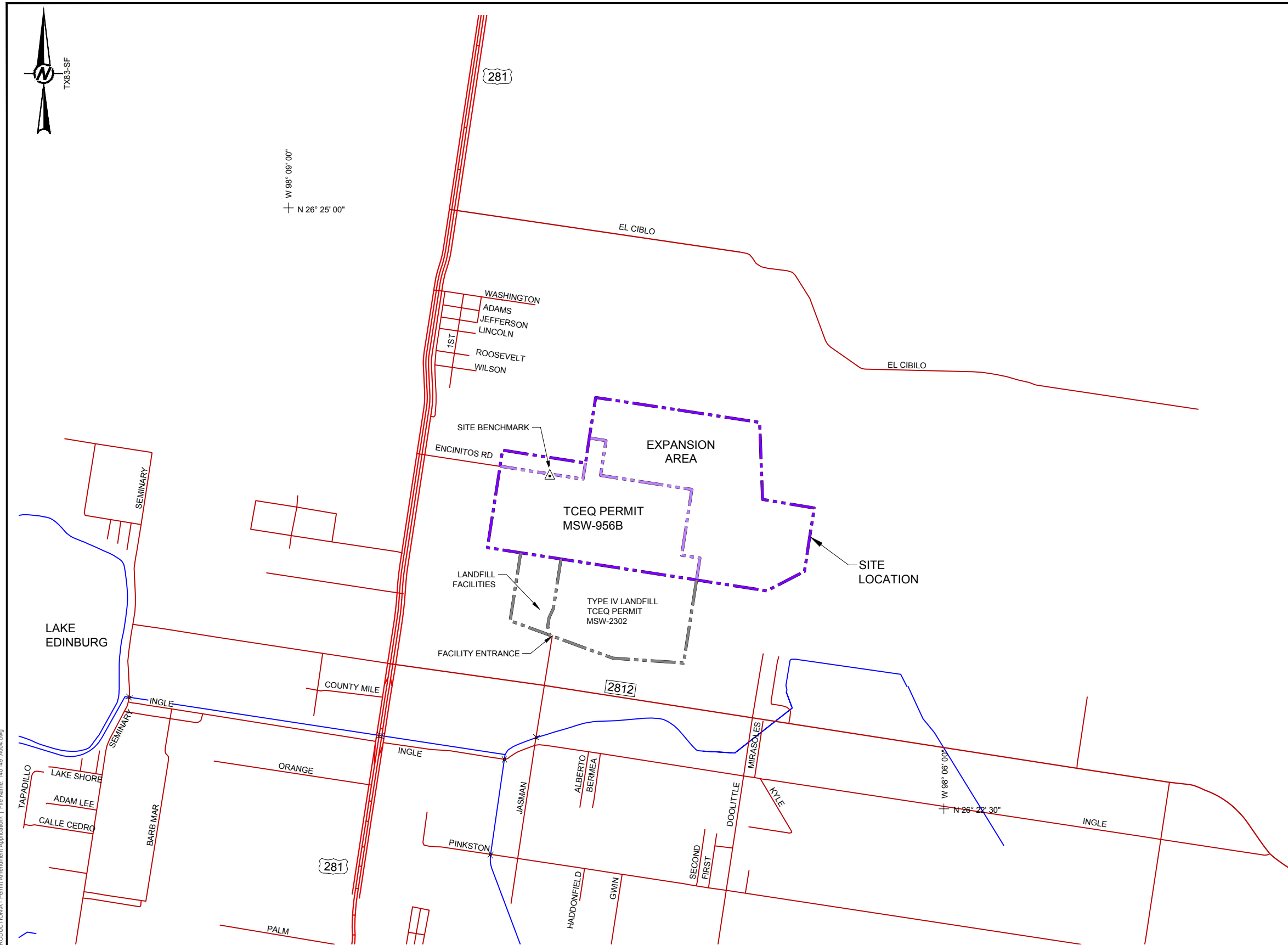
## 2.4 Other Information

30 TAC §305.45(a)(8)(C)

Both the Edinburg Regional Disposal Facility, TCEQ Permit MSW-956B, and the Type IV Landfill, TCEQ Permit MSW-2302, share a common entrance and certain facilities and equipment. Existing structures/areas located at the facility, which will remain as part of this permit amendment application, include:

- Landfill administrative office
- Gatehouse and scales
- Citizen collection station
- Landfill gas to energy facility including landfill flare and blower
- Reusable material staging area
- Large item salvage and white goods storage area
- Fuel storage tank

## **FIGURES**



## EL CIBILO

## SITE LOCATION

HADDONFIELD	ALBERTO
	BERMEA

INGLE

### LEGEND

**NOTE(S)**

### SITE BENCHMARK COORDINATES

## REFERENCE(S)

ISSUED FOR PERMITTING PURPOSES ONLY

SEAL

CLIENT

CONSULTANT

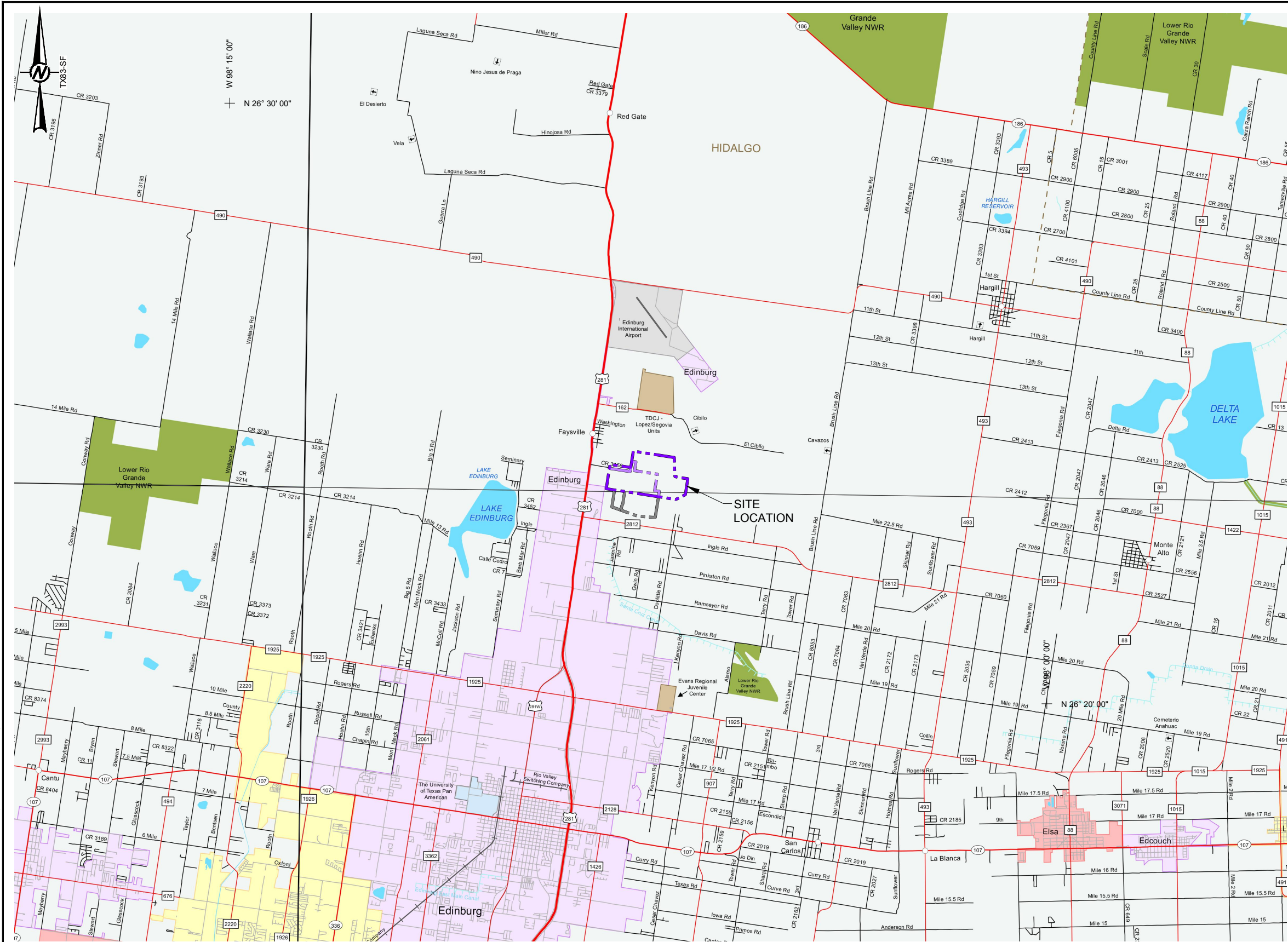
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USA  
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[www.golder.com](http://www.golder.com)

TITLE  
**FACILITY LOCATION MAP**

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM ANSI B



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**COUNTY MAPBOOK 2012 LEGEND**

- IH, BI
- US, BU, UA, UP
- SH, BS
- SL, SS, PR
- FM, BF, RM, RR, RE, RS, PA
- County Road
- City Street or other
- Non-County Maintained Road
- Railroad
- Incorporated City
- Unincorporated Community
- Airport
- Airport Runway
- School
- Military Installation
- Prison
- National or State Park
- Cemetery
- Dam
- County Line
- District Line
- Canal
- Flowing Stream
- Intermittent Stream
- River
- Gulf Intracoastal Waterway
- Other Body of Water

**LEGEND**

- EXPANSION PERMIT BOUNDARY
- PERMIT BOUNDARY TCEQ PERMIT MSW-956B

**NOTE(S)**

- NO STORM WATER INTAKE OR DISCHARGE STRUCTURES.
- REFER TO FIGURE I-6, FACILITY LAYOUT PLAN FOR STRUCTURES ASSOCIATED WITH THE FACILITY'S DISPOSAL ACTIVITIES INCLUDING AN OUTLINE OF THE SOLID WASTE MANAGEMENT UNITS, INTERIOR ROADS, AND SURFACE WATER DRAINAGE FEATURES AS WELL AS ENTRANCE FACILITY STRUCTURES INCLUDING OFFICE, MAINTENANCE BUILDINGS, GATEHOUSE AND SCALES, AND ENTRANCE ROAD.

**REFERENCE(S)**

BASE MAP TAKEN FROM TEXAS DEPARTMENT OF TRANSPORTATION, COUNTY MAPBOOK 2012, PAGES 415, 416, 445, & 446; DELIVERED IN PDF <http://www.dot.state.tx.us>

**ISSUED FOR PERMITTING PURPOSES ONLY**

**PROJECT**

EDINBURG REGIONAL DISPOSAL FACILITY  
PERMIT AMENDMENT APPLICATION TCEQ PERMIT MSW-956C  
EDINBURG, HIDALGO COUNTY, TEXAS

**TITLE**

**TxDOT COUNTY MAP**

PROJECT NO.	APPLICATION SECTION	REV.	2 of 6	FIGURE
1401491	I	0		I-2

SEAL

GOLDER ASSOCIATES INC.  
TEXAS REGISTRATION F-2578

CLIENT

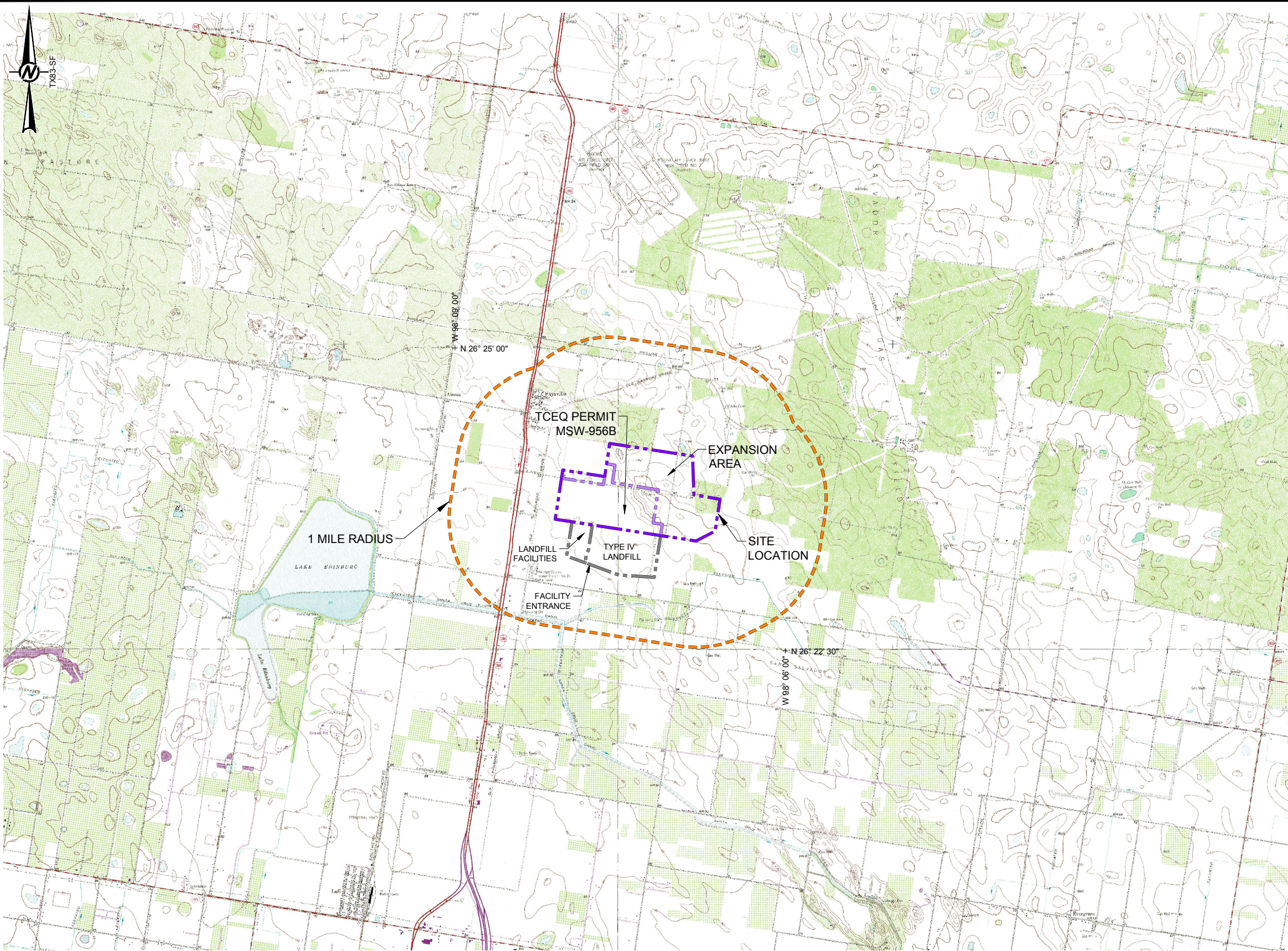
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0	2017-07-21	PERMIT AMENDMENT APPLICATION SUBMITTAL	CEI	AA	JBF	CEI
REV.	YYYY-MM-DD	DESCRIPTION	DESIGNED	PREPARED	REVIEWED	APPROVED



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USGS LEGEND	
BUILDINGS AND RELATED FEATURES	
Building	
School; house of worship	
Athletic field	
Built-up area	
Forest headquarters*	
Ranger district office*	
Guard station or work center*	
Racetrack or raceway	
Airport, paved landing strip, runway, taxiway, or apron	
Unpaved landing strip	
Well (other than water), windmill or wind generator	
Tanks	
Covered reservoir	
Gaging station	
Located or landmark object (feature as labeled)	
Boat ramp or boat access*	
Roadside park or rest area	
Picnic area	
Campground	
ROADS AND RELATED FEATURES	
Please note: Roads on Provisional-edition maps are not classified as primary, secondary, or light duty. These roads are all classified as improved roads and are symbolized the same as light duty roads.	
Primary highway	
Secondary highway	
Light duty road	
Light duty road, paved*	
Light duty road, gravel*	
Light duty road, dirt*	
Light duty road, unspecified*	
Unimproved road	
Unimproved road*	
4WD road	
4WD road*	
Trail	
Highway or road with median strip	
Highway or road under construction	
Highway or road underpass; overpass	
Highway or road bridge; drawbridge	
Highway or road tunnel	
Road block, berm, or barrier*	
Gate on road*	
CONTOURS	
Topographic	
Index	
Approximate or indefinite	
Intermediate	
Approximate or indefinite	
Supplementary	
Depression	
RIVERS, LAKES, AND CANALS	
Perennial stream	
Perennial river	
Intermittent stream	
Intermittent river	
Perennial lake/pond	
Intermittent lake/pond	
Dry lake/pond	
Narrow wash	
Wide wash	
Canal, flume, or aqueduct with lock	
Elevated aqueduct, flume, or conduit	
MINES AND CAVES	
Quarry or open pit mine	
Gravel, sand, clay, or borrow pit	
CONTROL DATA AND MONUMENTS	
Principal point**	
U.S. mineral or location monument	
River mileage marker	
Boundary monument	
Third-order or better elevation, with tablet	
Third-order or better elevation, recoverable mark, no tablet	
With number and elevation	
Horizontal control	
Third-order or better, permanent mark with tablet	
With third-order or better elevation	
With checked spot elevation	
Coincident with found section corner	
Unmonumented**	
PROJECTION AND GRIDS	
Neatline	
Graticule tick	
Graticule intersection	
Datum shift tick	
State plane coordinate systems	
Primary zone tick	
Secondary zone tick	
Tertiary zone tick	
Quaternary zone tick	
Quinary zone tick	
Universal transverse mercator grid	
UTM grid (full grid)	
UTM grid ticks*	

LEGEND	
	EXPANSION PERMIT BOUNDARY
	PERMIT BOUNDARY TCEQ PERMIT MSW-956B

- NOTE(S)
- NO STORM WATER INTAKE OR DISCHARGE STRUCTURES.
  - REFER TO FIGURE I-6, FACILITY LAYOUT PLAN FOR STRUCTURES ASSOCIATED WITH THE FACILITY'S DISPOSAL ACTIVITIES INCLUDING AN OUTLINE OF THE SOLID WASTE MANAGEMENT UNITS, INTERIOR ROADS, AND SURFACE WATER DRAINAGE FEATURES AS WELL AS ENTRANCE FACILITY STRUCTURES INCLUDING OFFICE, MAINTENANCE BUILDINGS, GATEHOUSE AND SCALES, AND ENTRANCE ROAD.

REFERENCE(S)

BASE MAP INITIALLY DEVELOPED BY THE UNITED STATES GEOLOGICAL SURVEY (USGS) AND ENHANCED BY TEXAS NATURAL RESOURCE INFORMATION SYSTEM (TNRIS) USING CONTENT LAST UPDATED BY USGS IN 1996 FOR LA BLONCA, TX, AND 1995 FOR EDINBURG, HARGILL, AND FAYSVILLE.

ISSUED FOR PERMITTING PURPOSES ONLY



0	2017-07-21	PERMIT AMENDMENT APPLICATION SUBMITTAL	CEI	AA	JBF	CEI
REV.	YYYY-MM-DD	DESCRIPTION	DESIGNED	PREPARED	REVIEWED	APPROVED

SEAL

GOLDER ASSOCIATES INC.  
TEXAS REGISTRATION F-2578

CLIENT

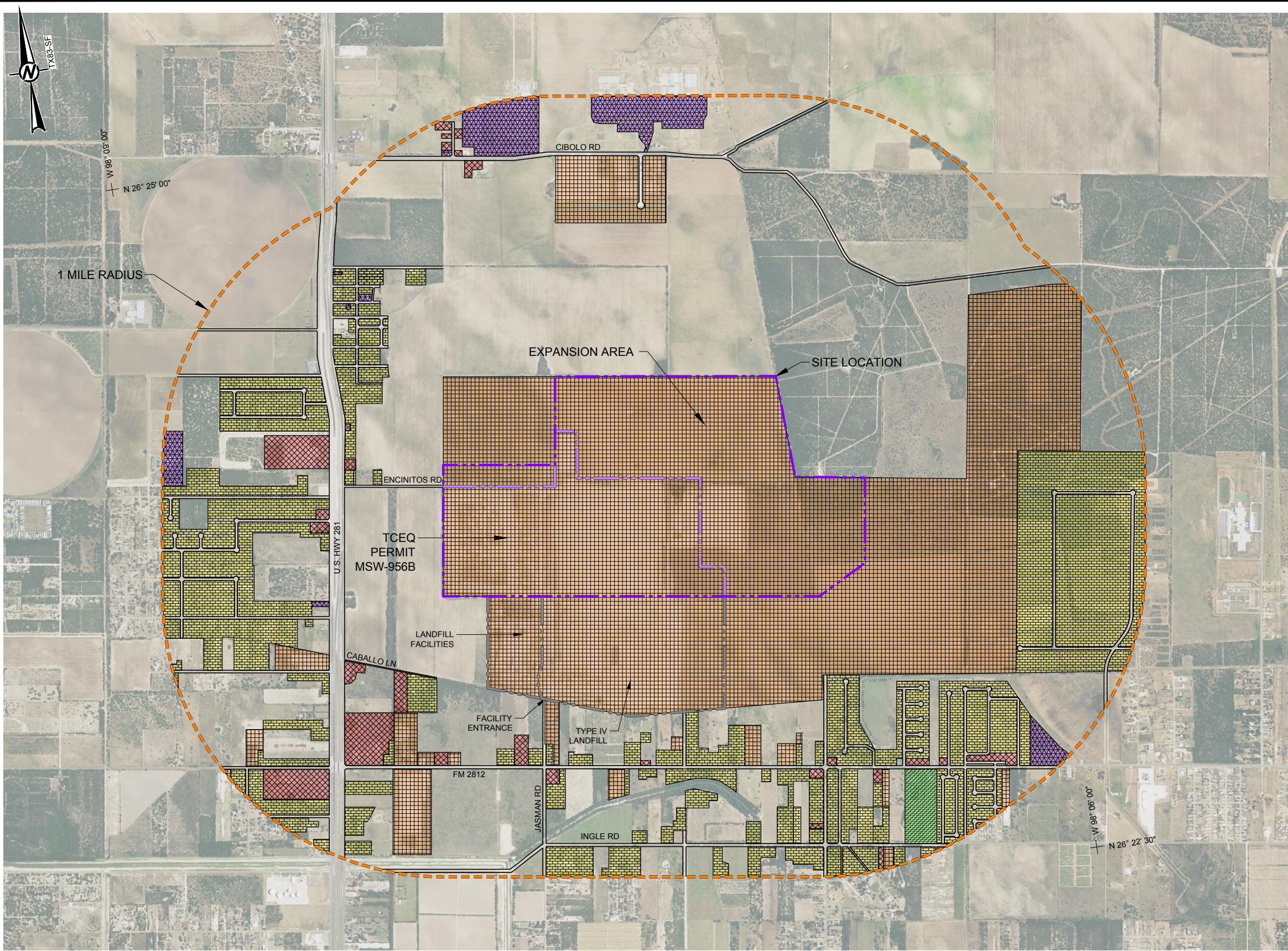
CONSULTANT

HOUSTON OFFICE  
500 CENTURY PLAZA DRIVE, SUITE 190  
HOUSTON, TEXAS  
USA  
[+1] (281) 821-6868  
www.golder.com

PROJECT	EDINBURG REGIONAL DISPOSAL FACILITY
PERMIT AMENDMENT APPLICATION TCEQ PERMIT MSW-956C	
EDINBURG, HIDALGO COUNTY, TEXAS	
TITLE	USGS TOPOGRAPHIC MAP
PROJECT NO.	1401491
APPLICATION SECTION	I
REV.	0
3 of 6	FIGURE I-3

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM ANSI B





**LEGEND**

- EXPANSION PERMIT BOUNDARY
- TCEQ PERMIT MSW-956B PERMIT BOUNDARY
- 1 MILE RADIUS
- COMMERCIAL
- INDUSTRIAL
- RESIDENTIAL
- RECREATIONAL
- INSTITUTIONAL

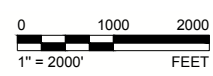
**NOTE(S)**

- NO STORM WATER INTAKE OR DISCHARGE STRUCTURES.
- REFER TO FIGURE I-6, FACILITY LAYOUT PLAN FOR STRUCTURES ASSOCIATED WITH THE FACILITY'S DISPOSAL ACTIVITIES INCLUDING AN OUTLINE OF THE SOLID WASTE MANAGEMENT UNITS, INTERIOR ROADS, AND SURFACE WATER DRAINAGE FEATURES AS WELL AS ENTRANCE FACILITY STRUCTURES INCLUDING OFFICE, MAINTENANCE BUILDINGS, GATEHOUSE AND SCALES, AND ENTRANCE ROAD.

**REFERENCE(S)**

BASE MAP TAKEN FROM NATIONAL AGRICULTURE IMAGERY PROGRAM (NAIP) DIGITAL ORTHO PHOTO IMAGE PUBLISHED BY USDA-FSA-APFO DATED DECEMBER 16, 2014

ISSUED FOR PERMITTING PURPOSES ONLY



0	2017-07-21	PERMIT AMENDMENT APPLICATION SUBMITTAL	CEI	AA	JBF	CEI
REV.	YYYY-MM-DD	DESCRIPTION	DESIGNED	PREPARED	REVIEWED	APPROVED

SEAL

*Chad E. Ireland*

STATE OF TEXAS

CHAD E. IRELAND

98283

LICENSED PROFESSIONAL ENGINEER

GOLDER ASSOCIATES INC.

TEXAS REGISTRATION F-2578

CLIENT

CITY OF EDINBURG

SOLID WASTE MANAGEMENT

CONSULTANT

Golder Associates

HOUSTON OFFICE

500 CENTURY PLAZA DRIVE, SUITE 190

HOUSTON, TEXAS

USA

[(+1) (281) 821-6868

www.golder.com

PROJECT

EDINBURG REGIONAL DISPOSAL FACILITY

PERMIT AMENDMENT APPLICATION TCEQ PERMIT MSW-956C

EDINBURG, HIDALGO COUNTY, TEXAS

TITLE

LAND USE MAP

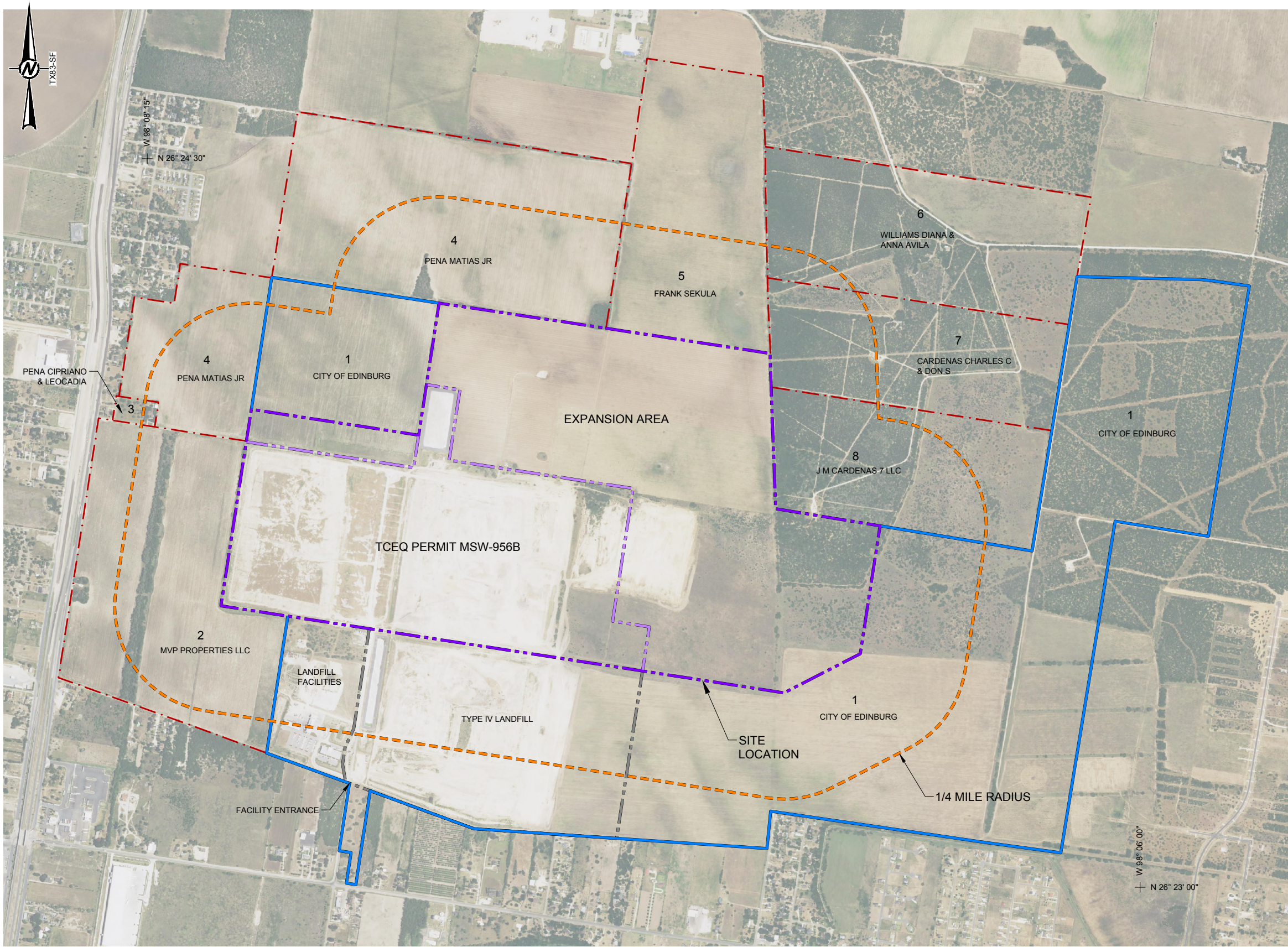
PROJECT NO.	APPLICATION SECTION	REV.	4 of 6	FIGURE
1401491	I	0		I-4

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1 in IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM ANSI B



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LEGEND

EXPANSION PERMIT BOUNDARY

TCEQ PERMIT MSW-956B PERMIT BOUNDARY

- NOTE(S)
1.

NO MINERAL INTEREST OWNERSHIP UNDER THE FACILITY OR FACILITY EASEMENT HOLDERS LISTED IN HIDALGO COUNTY APPRAISAL DISTRICT RECORDS ON DATE OF THIS APPLICATION. <http://hidalgoad.org/index.html>
2.
- NO STORM WATER INTAKE OR DISCHARGE STRUCTURES.

2.

MAP ID	ADJACENT PROPERTY OWNER	HCAD PROPERTY ID
1	CITY OF EDINBURG PO BOX 1079 EDINBURG, TX 78540-1079	137144 137157 598277 847730 137145 158365 599131 883423 137147 158366 641113 902278 137155 287793 791134 137156 598269 796521 137158 629272
2	MVP PROPERTIES LLC 3101 N JACKSON RD MCALLEN, TX 78501-1446	683483 901367
3	PENA CIPRIANO & LEOCADIA 137 ENCINITOS RD EDINBURG, TX 78542-8215	170443 170442
4	PENA MATIAS JR 13303 N EXPRESSWAY 281 EDINBURG, TX 78542-6459	137149 137154 120161
5	SEKULA FRANK 26151 N FM 681 EDINBURG, TX 78541-6124	287791
6	WILLIAMS DIANA & ANNA AVILA ROBERT DE LA GARZA 400 BENDITO WAY MARBLE FALLS, TX 78654-6268	158362
7	CARDENAS CHARLES C & DON S 2019 S MCCOLL RD STE A4 EDINBURG, TX 78539	158363
8	J M CARDENAS 7 LLC 3211 SAGE HILL ST SAN ANTONIO, TX 78230-4922	158364

- REFERENCE(S)
1.

BASE MAP TAKEN FROM NATIONAL AGRICULTURE IMAGERY PROGRAM (NAIP) DIGITAL ORTHO PHOTO IMAGE PUBLISHED BY USDA-FSA-APFO DATED DECEMBER 16, 2014.
2.
- PROPERTY OWNERS INFORMATION TAKEN FROM HIDALGO COUNTY APPRAISAL DISTRICT, HCAD DATED 12/13/16, DELIVERED FROM
- <http://www.hidalgoad.org/index.html>

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06001200

1" = 1200'

FEET

PROJECT

EDINBURG REGIONAL DISPOSAL FACILITY  
PERMIT AMENDMENT APPLICATION TCEQ PERMIT MSW-956C  
EDINBURG, HIDALGO COUNTY, TEXAS

TITLE

LAND OWNERSHIP MAP

PROJECT NO.

1401491

APPLICATION SECTION

I

REV.

0

5 of 6

FIGURE

I-5

0	2017-07-21	PERMIT AMENDMENT APPLICATION SUBMITTAL	CEI	AA	JBF	CEI
REV.	YYYY-MM-DD	DESCRIPTION	DESIGNED	PREPARED	REVIEWED	APPROVED

SEAL

Chad E. Ireland

STATE OF TEXAS

7/21/17

CHAD E. IRELAND

98283

LICENSED

PROFESSIONAL ENGINEER

CLIENT

CITY OF EDINBURG

SOLID WASTE MANAGEMENT

CONSULTANT

Golder Associates

HOUSTON OFFICE

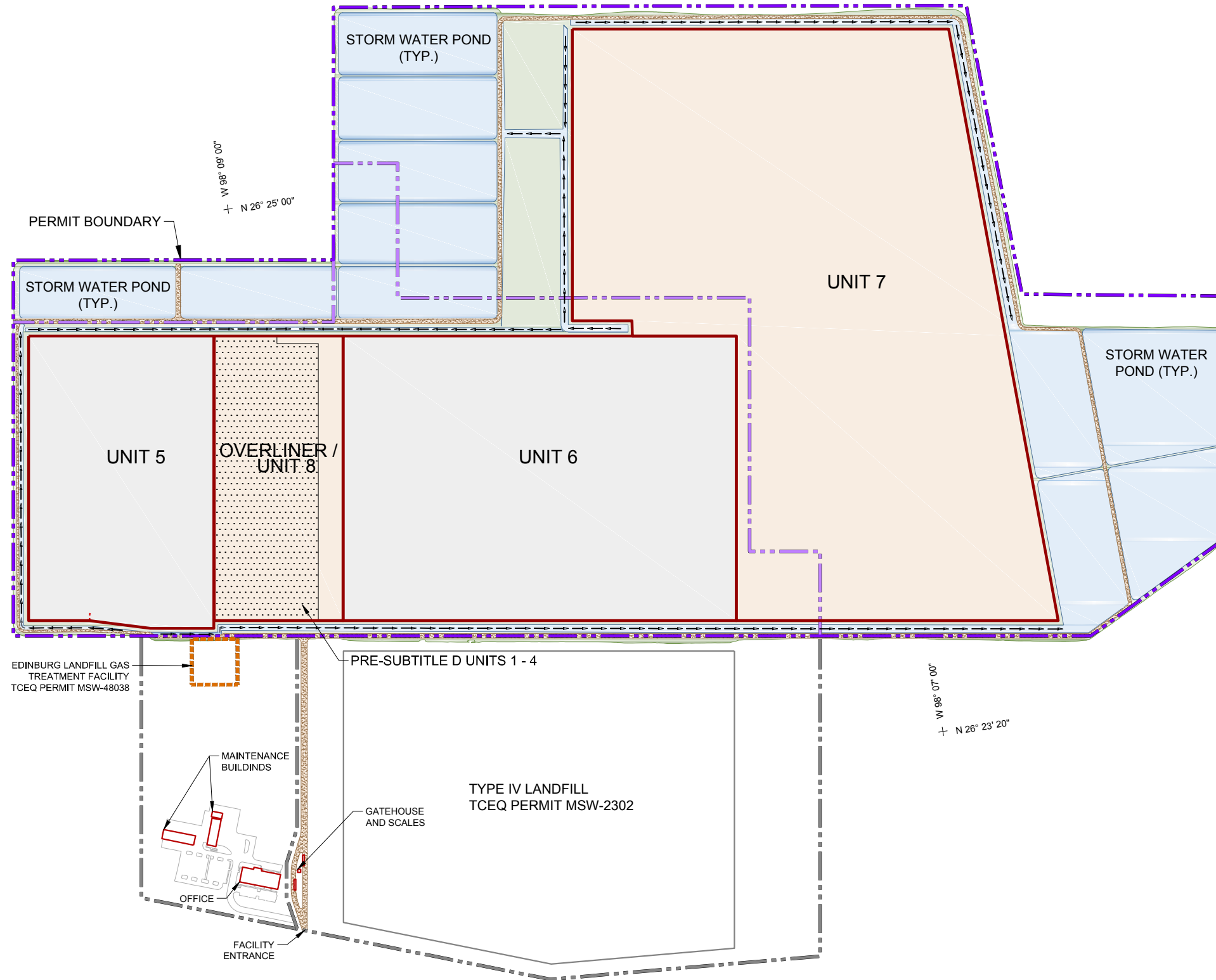
500 CENTURY PLAZA DRIVE, SUITE 190  
HOUSTON, TEXAS  
USA  
[+1] (281) 821-6868  
[www.golder.com](http://www.golder.com)

GOLDER ASSOCIATES INC.

TEXAS REGISTRATION F-2578

1 in IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM ANSI B



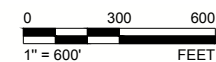


**LEGEND**

- EXPANSION PERMIT BOUNDARY
- PERMIT BOUNDARY TCEQ PERMIT MSW-956B
- UNIT BOUNDARY
- PRE-SUBTITLE D UNITS 1 - 4

- NOTE(S)**
- UNITS 1 - 4 ARE PRE-SUBTITLE D CELLS PERMITTED UNDER TCEQ PERMIT MSW-956A.
  - UNIT5 AND UNIT 6 ARE SUBTITLE D CELLS PERMITTED UNDER TCEQ PERMIT MSW-956B.
  - WASTE WITHIN PRE-SUBTITLE D UNITS 1 - 4 WILL EITHER BE RELOCATED FOR UNIT 8 DEVELOPMENT OR AN OVERLINER WILL BE CONSTRUCTED FOR VERTICAL EXPANSION.

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0	2017-07-21	PERMIT AMENDMENT APPLICATION SUBMITTLA	CEI	AA	JBF	CEI
REV.	YYYY-MM-DD	DESCRIPTION	DESIGNED	PREPARED	REVIEWED	APPROVED

SEAL

GOLDER ASSOCIATES INC.  
TEXAS REGISTRATION F-2578

CLIENT

CONSULTANT

HOUSTON OFFICE  
500 CENTURY PLAZA DRIVE, SUITE 190  
HOUSTON, TEXAS  
USA  
[+1] (281) 821-6868  
www.golder.com

PROJECT	EDINBURG REGIONAL DISPOSAL FACILITY
PERMIT AMENDMENT APPLICATION TCEQ PERMIT MSW-956C	EDINBURG, HIDALGO COUNTY, TEXAS
TITLE	FACILITY LAYOUT MAP
PROJECT NO.	1401491
APPLICATION SECTION	I
REV.	0
6 of 6	FIGURE I-6

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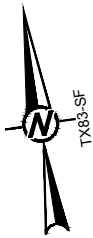
1 in IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM ANSI B

## **APPENDIX IA**

### **LEGAL DESCRIPTION**

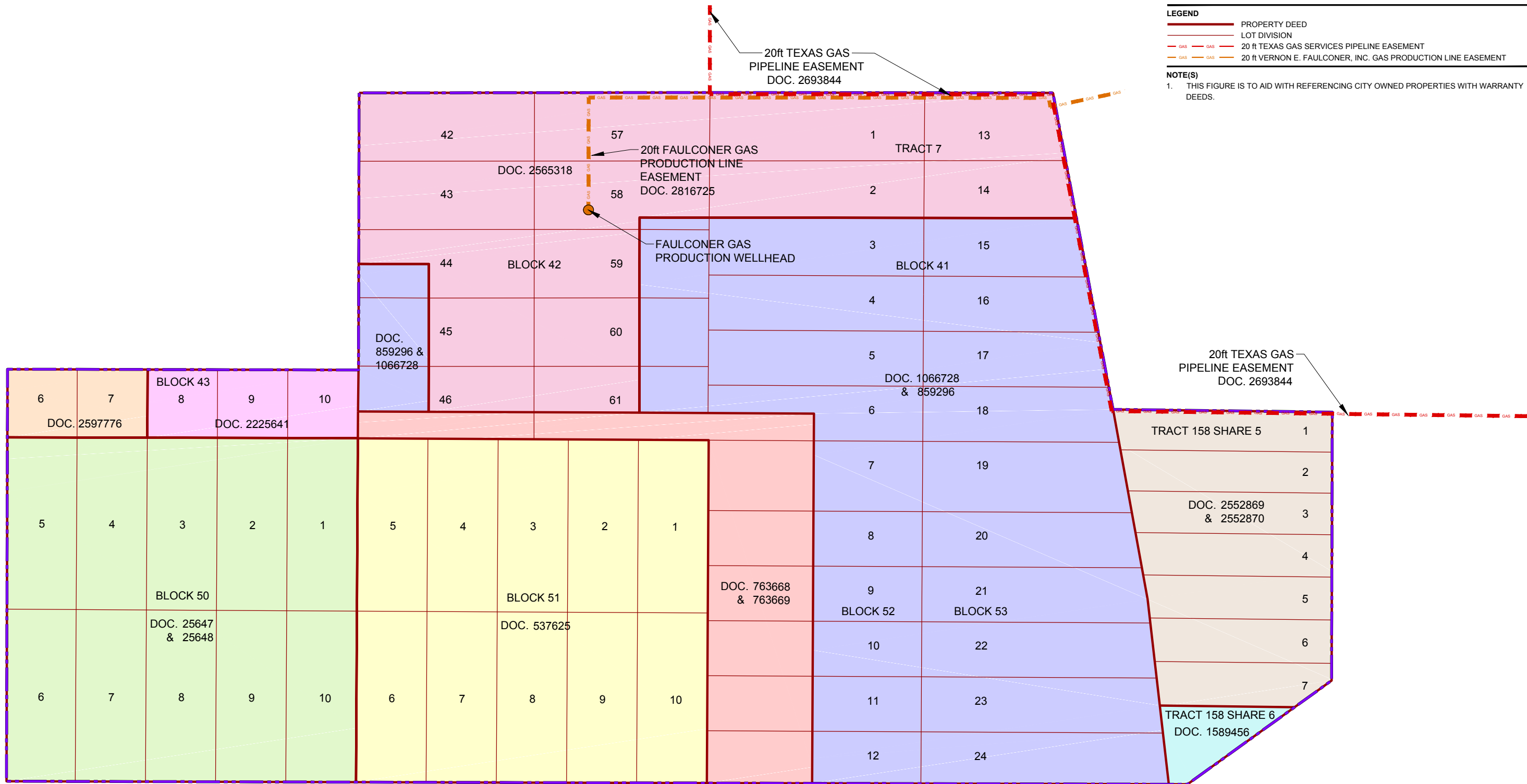
**APPENDIX IA1**

**OWNERSHIP RECORDS**

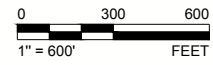


**LEGEND**  
— PROPERTY DEED  
— LOT DIVISION  
— GAS — GAS — GAS 20 ft TEXAS GAS SERVICES PIPELINE EASEMENT  
— GAS — GAS — GAS 20 ft VERNON E. FAULCONER, INC. GAS PRODUCTION LINE EASEMENT

**NOTE(S)**  
1. THIS FIGURE IS TO AID WITH REFERENCING CITY OWNED PROPERTIES WITH WARRANTY DEEDS.



ISSUED FOR PERMITTING PURPOSES ONLY



0	2017-07-21	PERMIT AMENDMENT APPLICATION SUBMITTAL	CEI	AA	JBF	CEI
REV.	YYYY-MM-DD	DESCRIPTION	DESIGNED	PREPARED	REVIEWED	APPROVED

SEAL

GOLDER ASSOCIATES INC.  
TEXAS REGISTRATION F-2578

CLIENT

CONSULTANT

HOUSTON OFFICE  
500 CENTURY PLAZA DRIVE, SUITE 190  
HOUSTON, TEXAS  
USA  
[+1] (281) 821-6868  
www.golder.com

PROJECT  
EDINBURG REGIONAL DISPOSAL FACILITY  
PERMIT AMENDMENT APPLICATION TCEQ PERMIT MSW-956C  
EDINBURG, HIDALGO COUNTY, TEXAS

TITLE  
LAND OWNERSHIP RECORD MAP

PROJECT NO. 1401491

APPLICATION SECTION IA1

REV. 0

1 of 1

FIGURE IA-1

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1 in IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM ANSI B

**DOCUMENT NO. 2597776**  
**(INCLUDES LOTS 3, 4, 5, 6, AND 7, BLOCK 43)**



Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, TX 78540



70 2015 02597776

Instrument Number: 2015-2597776

Recorded On: March 27, 2015

As  
Recording

Parties:

To

Billable Pages: 5

Number of Pages: 6

Comment: SWD

**\*\* Examined and Charged as Follows: \*\***

Recording	42.00
Total Recording:	42.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2015-2597776

Receipt Number: 1509726

Recorded Date/Time: March 27, 2015 10:18A

**Record and Return To:**

CONTRERAS GUTIERREZ AND ASSOCIATES

ORIGINAL RETURNED TO CUSTOMER

TX

User / Station: A Rodriguez - Cash Superstation 09



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**

DATE: March 26, 2015

GRANTOR: **EDINBURG ECONOMIC DEVELOPMENT CORPORATION, a Texas Non-Profit Development Corporation**

GRANTOR'S MAILING ADDRESS (INCLUDING COUNTY):

101 N. 10<sup>th</sup> Ave  
Edinburg, Hidalgo County, Texas 78541

GRANTEE: **CITY OF EDINBURG**

GRANTEE'S MAILING ADDRESS (INCLUDING COUNTY):

415 W. University Drive  
Edinburg, Hidalgo County, Texas 78539

CONSIDERATION: TEN AND NO/ 100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

**REFER TO THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.**

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights of way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record and subject, further, to taxes for the year 2015 and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs,

successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

THE PROPERTY IS SOLD AS IS, AND WITH ALL FAULTS. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED OR STATUTORY, RELATING TO THE PROPERTY OR ANY PORTION THEREOF, OR ITS CONDITION, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO (A) THE STRUCTURAL CONDITION OF ANY IMPROVEMENTS, MAINTENANCE AND REPAIR OR THE NEED THEREFOR OR THE EXISTENCE OF AND DEFECTS, WHETHER LATENT, PATENT, STRUCTURAL, FUNCTIONAL, COSMETIC OR OTHERWISE; (B) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OF ANY HAZARDOUS OR TOXIC SUBSTANCE, WASTES, HYDROCARBONS, POLYCHLORINATED BIPHENYLS, ASBESTOS OR RELATED MATERIALS; (C) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING; (D) WHETHER OR NOT AND THE EXTENT TO WHICH THE PROPERTY OR ANY PORTION THEREOF ARE AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOOD WAY OR SPECIAL FLOOD HAZARD; (E) DRAINAGE; (F) SOIL CONDITIONS; (G) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTIES OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC; (H) USAGES OF ADJOINING PROPERTY; (I) ACCESS TO THE PROPERTIES OR ANY PORTION THEREOF; AND (J) THE VALUE, COMPLIANCE WITH SPECIFICATIONS, SIZE, LOCATION, AGE, USE, MERCHANTABILITY, DESIGN, QUALITY, DESCRIPTION, DURABILITY, OPERATION OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR SUITABILITY OF THE PROPERTY OR ANY PORTION THEREOF FOR GRANTEE'S PURPOSES, OR FITNESS FOR ANY USE OF PURPOSE WHATSOEVER. GRANTEE AGREES THAT GRANTEE IS NOT RELYING ON ANY WARRANTY OR REPRESENTATION OF GRANTOR AND THAT GRANTEE HAS SATISFIED OR WILL SATISFY ITSELF AS TO ALL THE FOREGOING MATTERS. GRANTOR FURTHER MAKES NO WARRANTY OF MERCHANTABILITY OF FITNESS FOR PURPOSE IN RESPECT OF THE PROPERTY. GRANTEE AFFIRMS THAT GRANTEE HAS NOT RELIED ON GRANTOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH SUCH PROPERTY FOR ANY PARTICULAR PURPOSE AND THAT GRANTOR MAKES NO WARRANTY THAT SUCH PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE.

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

**SIGNATURE PAGE TO FOLLOW**

By:

2

§

NOTARY PUBLIC, STATE OF TEXAS


 **ARTURO ORTIZ**  
Notary Public, State of Texas  
My Commission Expires  
June 04, 2018



EXHIBIT 'A'

TRACT 1:

Being a 100.03 acre tract of land being out of a part or portion of Lot Forty-one (41), Lot Forty-two (42) and Lot Fifty (50) of SANTA CRUZ RANCH, situated in Hidalgo County, Texas, according to the map or plat thereof recorded in Volume "Z", Page 161, of the Deed Records of Hidalgo County, Texas; and being out of a part or portion of that certain tract of land as conveyed to SKC Development, L.T.D., a Texas limited partnership in Warranty Deed dated May 29, 2003, as recorded in Document Number 1205101 of the Official Records of Hidalgo County, Texas; said 100.03 acre tract of land being more particularly described by metes and bounds as follows, with all bearings referenced to Santa Cruz Gardens Unit No. 3, situated in Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 09, Page 03 of the Map Records of Hidalgo County, Texas; .

COMMENCING at a found Cotton Spindle located on the South right-of-way line of Davis Road (60-foot right-of-way), also being the Northeast corner of E.C.I.S.D. Elementary No. 28, situated in Hidalgo County, Texas, according to the map or plat thereof recorded in Instrument Number 2174889 of the Map Records of Hidalgo County, Texas;

THENCE North 81 degrees 37 minutes 00 seconds West, at 968.72 feet pass a point at the Northwest corner of said E.C.I.S.D. Elementary No. 28, in all a total distance of 1078.72 feet to a set 3/4-inch iron rod with a D.E.C. plastic cap located on the South right-of-way line of said Davis Road (60-foot right-of-way), also being the North line of said tract of land conveyed to SKC Development, L.T.D. for the Northeast corner and POINT OF BEGINNING of the tract of land herein described;

THENCE South 08 degrees 23 minutes 00 seconds West, 511.00 feet to a set 3/4-inch iron rod with a D.E.C. plastic cap for a corner at the beginning of a curve to the right on the East line of the tract of land herein described;

THENCE along the arc of said curve to the right, having a chord of South 13 degrees 52 minutes 04 seconds West, 141.45 feet, a radius of 740.00 feet, a central angle of 10 degrees 58 minutes 07 seconds, a distance of 141.67 feet to a set 3/4-inch iron rod with a D.E.C. plastic cap for a corner at a point of tangency on the East line of said tract of land herein described;

THENCE South 19 degrees 21 minutes 07 seconds West, 38.00 feet to a set 3/4-inch iron rod with a D.E.C. plastic cap for a corner at the beginning of a curve to the right on the East line of the tract of land herein described;

THENCE along the arc of said curve to the right, having a chord of South 35 degrees 48 minutes 04 seconds West, 453.10 feet, a radius of 800.07 feet, a central angle of 32 degrees 53 minutes 53 seconds, a distance of 459.39 feet to a set 3/4-inch iron rod with a D.E.C. plastic cap for a corner at a point of tangency on the East line of said tract of land herein described;

THENCE South 52 degrees 15 minutes 01 seconds West, 1,041.93 feet to a set 3/4-inch iron rod with a D.E.C. plastic cap for a corner at the beginning of a curve to the left on the East line of the tract of land herein described;

THENCE along the arc of said curve to the left, having a chord of South 36 degrees 00 minutes 00 seconds West, 873.08 feet, a radius of 1,560.00 feet, a central angle of 32 degrees 30 minutes 01 seconds, a distance of 884.89 feet to a set 3/4-inch iron rod with a D.E.C. plastic cap for a corner at a point of reverse curvature on the East line of said tract of land herein described;

THENCE along the arc of said curve to the right, having a chord of South 23 degrees 26 minutes 21 seconds West, 63.06 feet, a radius of 490.00 feet, a central angle of 07 degrees 22 minutes 43 seconds, a distance of 63.10 feet to a set 3/4-inch iron rod with a D.E.C. plastic cap for the Southeast corner of the tract of land herein described;



EXHIBIT 'A'  
(continued)

~~THENCE North 81 degrees 37 minutes 00 seconds West, 814.46 feet to a set 3/4-inch iron rod with a D.E.C. plastic cap for the Southwest corner of the tract of land herein described;~~

~~THENCE North 08 degrees 23 minutes 00 seconds East, 2,677.00 feet to a set 3/4-inch iron rod with a D.E.C. plastic cap located on the South right-of-way line of said Davis Road (60-foot right-of-way), for the Northwest corner of the tract of land herein described;~~

~~THENCE South 81 degrees 37 minutes 00 seconds East with the South right-of-way line of said Davis Road, 2,187.00 feet to the POINT OF BEGINNING; containing 100.03 acres of land more or less.~~

Tract 2:

A 50.00 acre tract of land being all of Lots 3, 4, 5, 6, and 7, Block 43, CITRUS FRUIT DEVELOPMENT COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 6, Page 428 through 431, Deed Records in the Office of the County Clerk of Hidalgo County, Texas, also being a portion of those certain tracts described in Administrator's Warranty Deed with Vendor's Lien described in Document #1155189, Official Records, Hidalgo County, Texas, reference to which is here made for all purposes, and being more fully described by metes and bounds as follows:

BEGINNING at a found cotton picker spindle on the centerline of a County Road being the Southeast corner of said Lot 7, Block 43, for the Southeast corner of herein described tract;

THENCE North 81 degrees 03 minutes 00 seconds West along said centerline of a County Road also being the South line of said Lot 7, Block 43, pass at 420.70 feet a point being the Southwest corner of said Lot 7, Block 43, also being the Southeast corner of said Lot 6, Block 43, and continuing along the South line of said Lot 6, Block 43, for a total distance of 841.40 feet to a set cotton picker spindle being the Southwest corner of said Lot 6, Block 43, for the Southwest corner of herein described tract;

THENCE North 08 degrees 57 minutes 00 seconds East along the centerline of an unopened County Road also being the West line of said Lot 6, Block 43, pass at 20.00 feet a found one-inch iron pipe being the apparent North Right-of-Way line of said County Road, pass at 1,035.40 feet a point being the Northwest corner of said Lot 6, Block 43, also being the Southwest corner of said Lot 5, Block 43, and continuing along the West line of said Lot 5, Block 43, for a total distance of 2,070.80 feet to a set one-half inch iron rod on the centerline of an unopened County Road being the Northwest corner of said Lot 5, Block 43, for the Northwest corner of herein described tract;

THENCE South 81 degrees 03 minutes 00 seconds East along said centerline of an unopened County Road also being the North line of said Lot 5, Block 43, pass at 420.70 feet a point being the Northeast corner of said Lot 5, Block 43, also being the Northwest corner of said Lot 4, Block 43, pass at 841.40 feet a point being the Northeast corner of said Lot 4, Block 43, also being the Northwest corner of said Lot 3, Block 43, and continuing along the North line of said Lot 3, Block 43, for a total distance of 1,262.10 feet to a found one-half inch iron rod being the Northeast corner of said Lot 3, Block 43, for the Northeast corner of herein described tract;

THENCE South 08 degrees 57 minutes 00 seconds West 1,035.40 feet along the East line of said Lot 3, Block 43, to a found one-half inch iron rod being the Southeast corner of said Lot 3, Block 43, for an exterior corner of herein described tract;

THENCE North 81 degrees 03 minutes 00 seconds West 420.70 feet along the South line of said Lot 3, Block 43, to a found one-half inch iron rod being the Southwest corner of said Lot 3, Block 43, also being the

Northeast corner of said Lot 7, Block 43, for an interior corner of herein described tract;

THENCE South 08 degrees 57 minutes 00 seconds West along the East line of said Lot 7, Block 43, pass at 1,015.40 feet a found one-half inch iron rod being the apparent North Right-of-Way line of said County Road, and continuing for a total distance of 1,035.40 feet to the POINT OF BEGINNING.



**DOCUMENT NO. 2225641**  
**(INCLUDES LOTS 1, 2, 8, 9, AND 10, BLOCK 43)**

\*\*\*\*

**Electronically Filed Document**

\*\*\*\*

**Hidalgo County  
Arturo Guajardo Jr.  
County Clerk**

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**Document Number: 2011-2225641**

**Recorded As : RECORDING ELECTRONIC**

**Recorded On: July 25, 2011**

**Recorded At: 02:31:52 pm**

**Number of Pages: 4**

**Recording Fee: \$24.00**

**Parties:**

**Direct-  
Indirect-**

**Receipt Number: 1212276**

**Processed By: Imelda Leal**

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



**STATE OF TEXAS  
COUNTY OF HIDALGO**

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX

CHARGE: VLTC  
GF#125497

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### WARRANTY DEED WITH VENDOR'S LIEN

Date: July 20, 2011

Grantor: MVP PROPERTIES, LLC, a Texas Limited Liability Company

Grantor's Mailing Address (including county): 3101 North Jackson Road  
McAllen, Hidalgo County, Texas 78501

Grantee: CITY OF EDINBURG, a Texas Municipal Corporation

Grantee's Mailing Address (including county): P.O. Box 1079  
Edinburg, Hidalgo County, Texas 78540-1079

Consideration: TEN AND NO/100 (\$10.00) DOLLARS and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of EIGHT HUNDRED FORTY-THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$843,750.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to CIRO OCHOA, JR., trustee.

Property (including any improvements):

A 50.00 acre tract of land being all of Lots 1, 2, 8, 9 and 10, Block 43, CITRUS FRUIT DEVELOPMENT COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 6, Pages 428-431, Deed Records in the Office of the County Clerk of Hidalgo County, Texas, also being a portion of those certain tracts described in Administrator's Warranty Deed with Vendor's Lien recorded in Document # 1155189, Official Records, Hidalgo County, Texas, reference to which is here made for all purposes, and being more fully described by metes and bounds as follows:

BEGINNING at a set cotton picker spindle on the centerline of a County Road being the southeast corner of said Lot 10, Block 43, for the Southeast corner of herein described tract;

THENCE, North 81 degrees, 03 minutes, 00 seconds West along said centerline of a County Road also being the South line of said Lot 10, Block 43, pass at 420.70 feet a point being the Southwest corner of said Lot 10, Block 43, also being the Southeast corner of said Lot 9, Block 43, pass at 841.40 feet a point being the Southwest corner of said Lot 9, Block 43, also being the Southeast corner of said Lot 8, Block 43, and continuing along the South line of said Lot 8, Block 43, for a total distance of 1,262.10 feet to a set cotton picker spindle being the Southwest corner of said Lot 8, Block 43, for the Southwest corner of herein described tract

THENCE, North 08 degrees, 57 minutes, 00 seconds East along the West line of Lot 8, Block 43, pass at 20.00 feet a set one-half inch iron rod being the apparent North Right-of-Way line of said County Road, and continuing for a total distance of 1,035.40 feet a set one-half inch iron rod being the Northwest corner of said Lot 8, Block 43, for an exterior corner of herein described tract;

THENCE South 81 degrees, 03 minutes, 00 seconds East 420.70 feet along the north line of Lot 8, Block 43, to a set one-half inch iron rod being the Northeast corner of said Lot 8, Block 43, also being the Southwest corner of said Lot 2, Block 43, for an interior corner of herein described tract;

THENCE North 08 degrees 57 minutes 00 seconds East 1,035.40 feet along the west line of said Lot 2, Block 43, to a set one-half inch iron rod on the centerline of an unopened County Road being the Northwest corner of said Lot 2, Block 43, for the Northwest corner of herein described tract.

THENCE South 81 degrees 03 minutes 00 seconds East along said centerline of an unopened County Road also being the north line of said Lot 2, Block 43, pass at 420.70 feet a point being the Northeast corner of said Lot 2, Block 43, also being the Northwest corner of said Lot 1, Block 43, and continuing along the north line of said Lot 1, Block 43, for a total distance of 841.40 feet to a found one-half inch iron rod being the Northeast corner of said Lot 1, Block 43, for the Northeast corner of herein described tract;

THENCE South 08 degrees, 57 minutes, 00 seconds West along the East line of said Lot 1, Block 43, pass at 1,035.40 feet a point being the Southeast corner of said Lot 1, Block 43, also being the Northeast corner of said Lot 10, Block 43, pass at 2,050.80 feet a set one-half inch iron rod being the apparent North Right-of-Way line of said County Road, and continuing for a total distance of 2,070.80 feet to the POINT OF BEGINNING.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty: To the extent they validly exist:

1. Roadways as shown on the map of Citrus Fruit Development Company Subdivision, recorded in Volume 6, Pages 428-431, Deed Records of Hidalgo County, Texas.



2. Subject to any portion of subject property described herein lying within canal right of way.
3. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by L.A. Gannaway and wife Julia Schwab Gannaway to Sinclair Oil and Gas Company, dated December 7, 1954, recorded in Volume 164, Page 575, Oil and Gas Records of Hidalgo County, Texas.
4. Terms, stipulations and conditions contained in the Declaration of Unit as set forth in instrument dated February 4, 1955, recorded in Volume 171, Page 358, Oil and Gas Records of Hidalgo County, Texas.
5. Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated August 12, 1959, recorded in Volume 236, Page 375, Oil and Gas Records of Hidalgo County, Texas.
6. Mineral and/or royalty reservation contained in deed dated November 25, 2002, filed January 7, 2003 under Document Number 1155189, and dated June 28, 2010, filed June 29, 2010 under Document Number 2115785, Official Records of Hidalgo County, Texas.
7. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
8. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
9. Standby fees, taxes and assessments by any taxing authority for the year 2011, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, the payment of which Grantee assumes.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTITIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, THE SOIL, AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY THAT GRANTOR HAS NOT MADE, DOES NOT MAKE ANY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE RELIES SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS."

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE



**IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

**MVP PROPERTIES, LLC, a Texas Limited Liability Company**

BY: *Raul Medina*

RAUL MEDINA, Member

BY: *Matias Pena, Jr.*

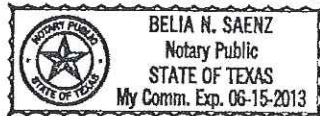
MATIAS PENA, JR., Member

BY: *Jesus Villalobos*

JESUS VILLALOBOS, Member

STATE OF TEXAS  
COUNTY OF HIDALGO

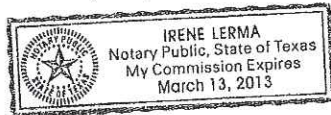
This instrument was acknowledged before me on July 20, 2011 by RAUL MEDINA, Member, of MVP PROPERTIES, LLC, a Texas Limited Liability Company, on behalf of said company.



*Belia N. Saez*  
NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF HIDALGO

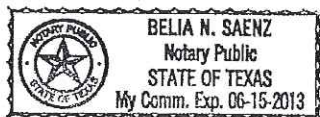
This instrument was acknowledged before me on July 20<sup>th</sup>, 2011 by MATIAS PENA, JR., Member, of MVP PROPERTIES, LLC, a Texas Limited Liability Company, on behalf of said company.



*Irene Lerma*  
NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on July 20, 2011 by JESUS VILLALOBOS, Member, of MVP PROPERTIES, LLC, a Texas Limited Liability Company, on behalf of said company.



*Belia N. Saez*  
NOTARY PUBLIC - STATE OF TEXAS

AFTER RECORDING RETURN TO :  
CITY OF EDINBURG  
P.O. BOX 1079  
Edinburg, Texas 78540-1079

PREPARED IN THE LAW OFFICE OF:  
L.G. 'JERRY' CANALES  
217 W. Cano  
Edinburg, Texas 78539  
File No.: 125497

**DOCUMENT NO. 2565318**  
**(INCLUDES TRACT 7, LOTS 1, 2, 13, AND 14, BLOCK 41, 52, AND 53**  
**LOTS 42, 43, 57 AND A PORTION OF LOTS 44, 45, 46, 58, 59, 60, AND 61)**



Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, TX 78540



70 2014 02565318

Instrument Number: 2014-2565318

Recorded On: November 20, 2014

As  
Recording

Parties:

To

Billable Pages: 4  
Number of Pages: 5

Comment: GEN WARR DEED 793466

**\*\* Examined and Charged as Follows: \*\***

Recording	38.00
Total Recording:	38.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2014-2565318  
Receipt Number: 1482418  
Recorded Date/Time: November 20, 2014 08:03A

**Record and Return To:**

EDWARDS ABSTRACT  
RETURNED ORIGINAL TO CUSTOMER  
TX

User / Station: P Diaz - Cash Superstation 08



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

File No. 13-234  
GF No. 793466

## GENERAL WARRANTY DEED

Date: **October 31, 2014**

**2565318**

Grantor: **JOSEPH L. SEKULA, SR. and signing in a proforma basis only, his wife,  
CATHERINE SEKULA**

Grantor's Mailing Address: **8022 N. Expressway 281, Edinburg, Hidalgo County, Texas  
78539**

Grantee: **CITY OF EDINBURG**

Grantee's Mailing Address: **P. O. Box 1079, Edinburg, Hidalgo County, Texas 78540**

Consideration: **TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration  
as part of an IRS SEC. 1031 Tax-Deferred Exchange.**

Property (including any improvements):

**See Exhibit "A" attached hereto and incorporated herein.**

Reservations from Conveyance:

**For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.**

Exceptions to Conveyance and Warranty:

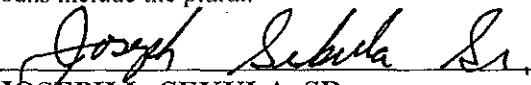
1. Mineral and/or royalty grant and/or reservation in instrument(s) dated October 5, 1943, recorded in Volume 520, Page 36, Deed Records, dated March 28, 1956, recorded in Volume 858, Page 341, Deed Records, dated December 31, 1971, recorded in Volume 1307, Page 45, Deed Records, and dated June 6, 2013, recorded under Clerk's File No. 2419782, Official Records, Hidalgo County, Texas.
2. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.
3. Right of Way Contract dated February 1, 1957, recorded in Volume 886, Page 207, Deed Records, Hidalgo County, Texas.
4. Subject to any portion of the land within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.
5. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

6. Any line, gas or other, relocation will be solely at the expense of Grantee.
7. Taxes for the year 2015 and subsequent years, and any subsequent assessments for prior years due to change in land usage or ownership shall be the responsibility of Grantee.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

By the acceptance of this Deed, Grantee is taking the Property "as is," "where is" and "with all faults", and without any representation or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

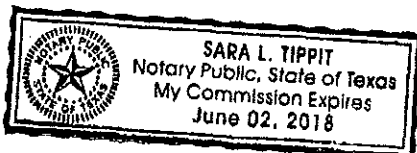
When the context requires, singular nouns and pronouns include the plural.

  
JOSEPH L. SEKULA, SR.

  
CATHERINE SEKULA

STATE OF TEXAS                   \*  
  \*                   (Acknowledgment)  
COUNTY OF HIDALGO         \*

This instrument was acknowledged before me on this the 31 day of OCTOBER, 2014, by JOSEPH L. SEKULA, SR. and wife, CATHERINE SEKULA.



  
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING,  
RETURN TO:

PREPARED IN THE  
LAW OFFICE OF:

SARA L. TIPPIT  
3900 N. 10<sup>th</sup> St., Ste. 950  
McAllen, Texas 78501

SAME

**EXHIBIT "A"**

Property description:

A 109.30 acre tract of land described as Tract 7 in the deed recorded as Document #2419782 in the Deed Records of Hidalgo County, Texas, being all of Lots 1, 2, 13, and 14 of Blocks 41, 52, and 53 of the CITRUS FRUIT DEVELOPMENT COMPANY'S LANDS as recorded in Volume 9, Page 38 of the Map Records of Hidalgo County, Texas and all of Lots 42, 43, 57 and a portion of Lots 44, 45, 46, 58, 59, 60 and 61 of SOUTH TEXAS DEVELOPMENT CO's SUBDIVISION as recorded in Volume 9, Page 44 of the Map Records of Hidalgo County, Texas; said 109.30 acres being more particularly described as follows:

BEGINNING at a three-quarter (3/4) inch diameter iron pipe found at the Northwest corner of said Lot 42, for the Northwest corner of the herein described tract;

THENCE, with the North line of said Lots 42 and 57, South 81 degrees 25 minutes 29 seconds East a distance of 2,102.31 feet to a calculated point at the Northeast corner of said Lot 57 and the Northwest corner of said Lot 1;

THENCE, with the North line of said Lots 1 and 13, South 81 degrees 16 minutes 58 seconds East a distance of 2,056.54 feet to a calculated point at the Northeast corner of said Lot 13, same being the Northeast corner of the herein described tract whence a one-half (1/2) inch diameter iron rod found with a yellow plastic cap stamped "PENA 5242" bears South 38 degrees 19 minutes 31 seconds West a distance of 2.61 feet;

THENCE, with the East line of said Lots 13 and 14, South 02 degrees 00 minutes 45 seconds East a distance of 764.09 feet to a calculated point at the Southeast corner of said Lot 14, for a corner of the herein described tract whence a one-half (1/2) inch diameter iron rod found with a yellow plastic cap stamped "RGEC" bears South 36 degrees 52 minutes 53 seconds West a distance of 0.86 feet and a second one-half (1/2) inch diameter iron rod found with a yellow plastic cap stamped "PENA 5242" bears South 45 degrees 48 minutes 17 seconds West a distance of 2.83 feet;

THENCE, with the South line of said Lots 14 and 2 and the projection thereof, North 81 degrees 15 minutes 45 seconds West a distance of 2,618.61 feet to a calculated point for an inside corner of the herein described tract whence a disturbed one-half (1/2) inch diameter iron rod found bears North 03 degrees 43 minutes 08 seconds West a distance of 1.66 feet;

THENCE, with the West line of The City of Edinburg's Tract described in Document No. 1066728, Deed Records of Hidalgo County, Texas, South 08 degrees 44 minutes 15 seconds West a distance of 1,170.00 feet to a calculated point for a corner of the herein described tract;



THENCE, with the North line of City of Edinburg's tract as described in Document No. 763669, Deed Records of Hidalgo County, Texas North 81 degrees 07 minutes 45 seconds West, 1,263.27 feet to a five-eighths (5/8) inch diameter iron rod found for a corner of the herein described tract;

THENCE, with the East line of Sekula Farms, Inc., North 08 degrees 47 minutes 20 seconds East a distance of 885.16 feet to a one-half (1/2) inch diameter iron rod found with orange plastic cap stamped "RSEC" for an inside corner of the herein described tract;

THENCE, North 81 degrees 09 minutes 03 seconds West a distance of 421.00 feet to a five-eighths (5/8) inch diameter iron rod found for a corner of the herein described tract;

THENCE, with the West line of Lots 44, 43, and 42, North 08 degrees 46 minutes 39 seconds East a distance of 1,025.08 feet to the POINT OF BEGINNING and containing 109.30 feet, more or less.

**DOCUMENT NO. 1066728**  
**(INCLUDES LOTS 3 THRU 12, AND LOTS 15 THRU 24, BLOCK 41, 52, AND 53**  
**INCLUDES LOTS 58, 59, 60, AND 61, BLOCK 42)**

File No. 95-192  
GF No. 0223381

## WARRANTY DEED

Date: **February 26, 2002**

Grantor: **SEKULA FARMS, INC. a Texas Corporation**

Grantor's Mailing Address: **Rt. 2, Box 193-C, Edinburg, Hidalgo County, Texas 78539**

Grantee: **THE CITY OF EDINBURG, TEXAS**

Grantee's Mailing Address: **P. O. Box 1079, Edinburg, Hidalgo County, Texas 78540**

Consideration: **TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration.**

Property (including any improvements):

**See Exhibit "A" attached hereto and incorporated herein.**

Reservations from and Exceptions to Conveyance and Warranty:

1. For Grantor and Grantor's successors, a reservation of all of the oil, gas, and other minerals that are in and under the property and that may be produced. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.
2. Visible and apparent easements on or across the land herein described.
3. Easements for roadways as shown on the map of the subdivision herein referred to.
4. Right of Way Contract dated February 1, 1957, from J. E. Curl to Sinclair Oil and Gas Company, a Maine Corporation, recorded in Volume 886, Page 207, Deed Records of Hidalgo County, Texas.
5. Right of way easement dated October 3, 1994, from Sekula Farms, Inc. to Valero Transmission, L. P., filed for record on December 7, 1994, in the office of the County Clerk of Hidalgo County, Texas, under Document No. 423955.
6. Reservation of all oil, gas and other minerals, except as to a 1/64<sup>th</sup> non-participating royalty interest, as described in instrument dated December 31, 1971, executed by J. E. Curl to Tom Sekula, recorded in Volume 1307, Page 45, Deed Records of Hidalgo County, Texas, reference to which instrument is here made for all purposes.
7. Terms, conditions and stipulations contained in Oil, Gas and Mineral Leases dated September 28, 1953, recorded in Volume 151, Page 226, Oil and Gas Records; dated December 1, 1953, recorded in Volume 152, Page 264, Oil and Gas Records; dated January 12, 1984, recorded in Volume 1945, Page 244; dated May 20, 1991, recorded in Volume 3116, Page 417; dated July 17, 1992, recorded in Volume 3344, Page 197; dated April 23, 1997, filed for record on August 25, 1997 in the Office of the County Clerk of Hidalgo County, Texas, under Document No. 618913.

File No. 95-192  
GF No. 0223381

## WARRANTY DEED

Date: **February 26, 2002**

Grantor: **SEKULA FARMS, INC. a Texas Corporation**

Grantor's Mailing Address: **Rt. 2, Box 193-C, Edinburg, Hidalgo County, Texas 78539**

Grantee: **THE CITY OF EDINBURG, TEXAS**

Grantee's Mailing Address: **P. O. Box 1079, Edinburg, Hidalgo County, Texas 78540**

Consideration: **TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration.**

Property (including any improvements):

**See Exhibit "A" attached hereto and incorporated herein.**

Reservations from and Exceptions to Conveyance and Warranty:

1. For Grantor and Grantor's successors, a reservation of all of the oil, gas, and other minerals that are in and under the property and that may be produced. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.
2. Visible and apparent easements on or across the land herein described.
3. Easements for roadways as shown on the map of the subdivision herein referred to.
4. Right of Way Contract dated February 1, 1957, from J. E. Curl to Sinclair Oil and Gas Company, a Maine Corporation, recorded in Volume 886, Page 207, Deed Records of Hidalgo County, Texas.
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6. Reservation of all oil, gas and other minerals, except as to a 1/64<sup>th</sup> non-participating royalty interest, as described in instrument dated December 31, 1971, executed by J. E. Curl to Tom Sekula, recorded in Volume 1307, Page 45, Deed Records of Hidalgo County, Texas, reference to which instrument is here made for all purposes.
7. Terms, conditions and stipulations contained in Oil, Gas and Mineral Leases dated September 28, 1953, recorded in Volume 151, Page 226, Oil and Gas Records; dated December 1, 1953, recorded in Volume 152, Page 264, Oil and Gas Records; dated January 12, 1984, recorded in Volume 1945, Page 244; dated May 20, 1991, recorded in Volume 3116, Page 417; dated July 17, 1992, recorded in Volume 3344, Page 197; dated April 23, 1997, filed for record on August 25, 1997 in the Office of the County Clerk of Hidalgo County, Texas, under Document No. 618913.



8. Taxes for the year 2002 and subsequent years, and any subsequent assessments for prior years due to change in land usage or ownership shall be the responsibility of grantee.
9. Sekula Farms, Inc., its heirs, devisees, and successors in interest, including, but not limited to, all officers, directors and shareholders, specifically agree that neither they nor anybody connected with the corporation or its officers will oppose in any manner any application to be made by the City of Edinburg before the Texas Natural Resources Conservation Commission (or other permitting agency) that would be hostile or adverse for the City to use the property as a landfill and its associated activities. This provision applies during the duration of this Earnest Money Contract and shall apply in perpetuity to the General Warranty Deed described herein. This provision also applies to the heirs and devisees of the Estate of Thomas Sekula, deceased, and Julia K. Sekula, deceased.

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 to 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.

**SEKULA FARM, INC.**

BY: Joseph Sekula  
**JOSEPH SEKULA, President**

STATE OF TEXAS

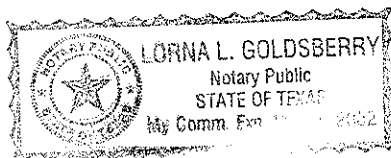
\*

**CORPORATE ACKNOWLEDGEMENT**

COUNTY OF **HIDALGO**

\*

This instrument was acknowledged before me on this the 28<sup>th</sup> day of **FEBRUARY, 2002**, by **JOSEPH SEKULA, President of SEKULA FARMS**, a Texas corporation, on behalf of said corporation.



Lorna L. Goldsberry  
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, PLEASE  
RETURN TO:

JAMES H. LAUDERDALE  
611 International Ave.  
Weslaco, Texas 78596

PREPARED IN THE  
LAW OFFICE OF:

SAME

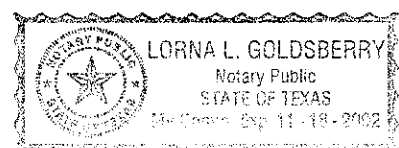


EXHIBIT "A"  
PAGE 1 OF 2

TRACT I:

A tract of land containing 173 acres, more or less, out of Lots 3 thru 12, and out of Lots 15 thru 24, of the Resubdivision of Blocks 41, 52 and 53, THE CITRUS FRUIT DEVELOPMENT COMPANY'S LANDS, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 9, Page 38, Map Records of Hidalgo County, Texas AND out of Lots 58, 59, 60 and 61, Block 42, SOUTH TEXAS DEVELOPMENT CO. SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 9, Page 44, Map Records of Hidalgo County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the Southeast corner of Block 53 for Southeast corner hereof;

THENCE, North 81 degrees 03 minutes 00 seconds West, 2,122.15 feet along the South line of Block 53 to a 1/2 inch iron rod found for the Southwest corner hereof;

THENCE, North 08 degrees 57 minutes 00 seconds East, 2,220.80 feet parallel to the West line of Block 53 to a 1/2 inch iron rod found for an inside corner hereof;

THENCE, North 81 degrees 03 minutes 00 seconds West, 1,051.75 feet to a 1/2 inch iron rod found for the most westerly corner hereof;

THENCE, North 08 degrees 57 minutes 00 seconds East, 1,170.0 feet to a 1/2 inch iron rod found for the Northwest corner hereof;

THENCE, South 81 degrees 03 minutes 00 seconds East, 2,618.61 feet to a 1/2 inch iron rod found for the Northeast corner hereof;

THENCE, South 01 degrees 48 minutes 00 seconds East, 2,329.46 feet along the East line of Block 41 and 53 to a 1/2 inch iron rod set for deflection point for a corner hereof;

THENCE, South 02 degrees 20 minutes 00 seconds West, 1,108.10 feet along the East line of Block 53, to a 1/2 inch iron rod found for the PLACE OF BEGINNING and CONTAINING 173.0 acres, more or less.

---

EXHIBIT "A"  
PAGE 2 OF 2

TRACT II:

A tract of land containing 8.55 acres, more or less, out of Lots 44, 45 and 46, Block 42, SOUTH TEXAS DEVELOPMENT CO. SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 9, Page 44, Map Records of Hidalgo County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found 150.0 feet North of the Southwest corner of Lot 46, Block 42, for the Southwest corner of said tract;

THENCE, North 08 degrees 57 minutes 00 seconds East, along the West line of Block 42, a total distance of 885.40 feet to a 1/2 inch iron rod set for the Northwest corner of said tract;

THENCE, South 81 degrees 03 minutes 00 seconds East, a total distance of 420.70 feet to a 1/2 inch iron rod set for the Northeast corner of said tract;

THENCE, South 08 degrees 57 minutes 00 seconds West, a total distance of 885.40 feet to a 1/2 inch iron rod set for the Southeast corner of said tract;

THENCE, North 81 degrees 03 minutes 00 seconds West, a total distance of 420.70 feet to the PLACE OF BEGINNING OF SAID TRACT, CONTAINING 8.55 acres, more or less.

Filed for Record in:  
Hidalgo County, III  
by J. D. Salinas,  
County Clerk  
On: Mar 27, 2002 at 04:42P  
As a Recording  
Document Number: 1066720  
Total Fees : \$0.00  
Receipt Number - 410113  
By:  
Flo Chavez, Deputy

**DOCUMENT NO. 859296**  
**(INCLUDES LOTS 44, 45, AND 46, BLOCK 42**  
**INCLUDES LOTS 3 THRU 6, AND 15 THRU 18, BLOCK 41,**  
**INCLUDES LOTS 7 THRU 12, BLOCK 52, AND**  
**INCLUDES LOTS 19 THRU 24, BLOCK 53)**



STATE OF TEXAS §

COUNTY OF HIDALGO §

859296

## EARNEST MONEY CONTRACT

### I.

This Earnest Money Contract is made for the sale of real estate between SEKULA FARMS, INC., hereinafter referred to as "Seller," and the CITY OF EDINBURG, TEXAS, a home-rule Municipal Corporation, hereinafter referred to as "Buyer."

### II.

#### LEGAL DESCRIPTION

For and in consideration of the sum of \$635,425, Seller agrees to sell, and Buyer agrees to buy a certain 181.55 acre-tract of land, more particularly described as follows:

A 8.55-acre tract of land out of Lots 44, 45 and 46, South Texas Development Company, as recorded in Volume 9, Page 44, Map Records of Hidalgo County, Texas, and being more particularly described by metes and bounds attached hereto as Exhibit "A"; and

A 173.0 acre-tract of land out of Blocks 41, 42, 52 and 53, Citrus Fruit Development Company, recorded in Volume 9, Page 38, and Volume 9, Page 44, Map Records of Hidalgo County, Texas, and being more particularly described by metes and bounds attached hereto as Exhibit "B."

### III.

#### CONSIDERATION

- ◆ \$384,990, of which \$10 is deposited instanter with James H. Lauderdale, Trustee, and the remaining \$384,980 will be deposited by Buyer on or before October 1, 2000, into a restricted account in the City's depository bank;
- ◆ An additional payment of \$125,212.50 will be deposited in said account on or before September 30, 2001; and
- ◆ A final payment of \$125,212.50 will be deposited in said account on or before January 15, 2002.



Closing will be any time after January 1, 2002, but no later than January 15, 2002. At closing, Seller shall receive the total consideration of \$635,425. Taxes shall be prorated as of the date of closing, and Seller shall be responsible for payment of all taxes through date of closing.

IV.  
RESERVATIONS FROM AND EXCEPTIONS  
TO CONVEYANCE AND WARRANTY

SAVE AND EXCEPT, subdivision regulations of the County of Hidalgo and/or ordinance or governmental regulations of the City in which the property may be located or holding extraterritorial jurisdiction of said property. It is the intent of the parties herein for "Seller" to convey to "Buyer" all of its rights by General Warranty Deed and all of its interest in said property described herein.

V.  
ADDITIONAL RESERVATIONS FROM  
AND EXCEPTIONS TO CONVEYANCE AND WARRANTY

1. Easements/rights-of-way and reservations as shown according to the map and plat thereof recorded in Volume 9, Page 44, Map Records of Hidalgo County, Texas; and in Volume 9, Page 38, and Volume 9, Page 44, Map Records of Hidalgo County, Texas;
2. Any and all oil, gas and other minerals;
3. Zoning and Building Ordinances in favor of the City of Edinburg.
4. Sellers, officers, directors and shareholders of Sekula Farms, Inc. agree to be bound by this Contract and additionally agree to be bound by specific performance in case of default.
5. Upon the execution of this Earnest Money Contract and upon final closing, Seller will provide Buyer with a current copy of the Articles of Incorporation and the updated Bylaws of Sekula Farms, Inc. In case of dissolution of the corporation prior to the date of closing, Seller will provide Buyer with proof that there are no liens or any other types of encumbrances upon Sekula Farms that would directly or indirectly adversely affect the title to the property to be conveyed.
6. During the duration of this Contract, Buyer shall have possession of the property, but Seller shall have the use of the property. The use of the property by Seller shall be for the purposes of farming only. After the Warranty Deed described herein is delivered to the City, Sekula Farms (or its assigns) shall have the right to farm said property. The City shall notify Sekula Farms (or its

*JH*

assigns) when the City intends to commence use of the property, at which time Sekula Farms (or its assigns) shall have the right to harvest any crop in the fields.

7. Closing and payoff of all funds shall be on or before January 15, 2002.

8. Sekula Farms, Inc., its heirs, devisees, and successors in interest, including, but not limited to, all officers, directors and shareholders, specifically agree that neither they nor anybody connected with the corporation or its officers will oppose in any manner any application to be made by the City of Edinburg before the Texas Natural Resources Conservation Commission (or other permitting agency) that would be hostile or adverse for the City to use the property as a landfill and its associated activities. This provision applies during the duration of this Earnest Money Contract and shall apply in perpetuity to the General Warranty Deed described herein. This provision also applies to the heirs and devisees of the Estate of Thomas Sekula, deceased, and Julia K. Sekula, deceased.

9. Sekula Farms, during the duration of this Contract, shall carry liability insurance naming the City of Edinburg as an additional insured. This liability insurance shall be in the amount of \$250,000/\$500,000.

10. Sekula Farms, its heirs, devisees, and successors in interest agree to immediately notify the City of any liens that have been filed against Sekula Farms, its heirs, devisees, officers, and successors in interest. These liens include, but are not exclusively limited to, any IRS liens that might be filed that could conceivably affect in any way the title to the property to be conveyed.

11. During the duration of this Contract, Sekula Farms, its heirs, devisees, and successors in interest shall hold harmless and indemnify Buyer in case of any law suits of any types arising from the Sekula Farms' use of the property during the Contract period.

12. The General Warranty Deed to be executed by Seller shall include all of the language associated with a General Warranty Deed. This language will include, but not be limited to, the following:

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 hereby 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 warranty.

12. At closing, Seller shall furnish a Owner's Title Policy to Buyer at Buyer's expense.

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

*JHR*

EXECUTED IN TRIPLICATE on this the 27<sup>th</sup> day of March, 2000.

**BUYER:**

**CITY OF EDINBURG, TEXAS**

BY: 

Joe Ochoa, Mayor

BY: 

Mary Villarreal, City Secretary

**SELLER:**

**SEKULA FARMS, INC.**

BY: 

Daniel Sekula

BY: 

Frank Sekula

BY: 

Joseph Sekula

BY: 

Melvin Sekula

APPROVED AS TO FORM AND CONTENT:

BY: 

Brinkley L. Oxford, Attorney for Buyer

BY: 

James H. Lauderdale, Attorney for Seller

OO&G/co\c:\real estate\sekula farms\earnest money contract

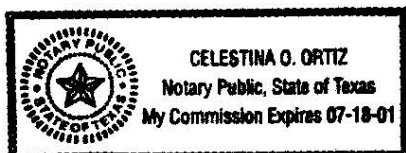
Attachments: Exhibits "A" and "B"

STATE OF TEXAS )  
COUNTY OF HIDALGO )

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared DANIEL SEKULA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23<sup>rd</sup> day of March, 2000.



Celestina O. Ortiz  
Notary Public in and for the  
State of Texas

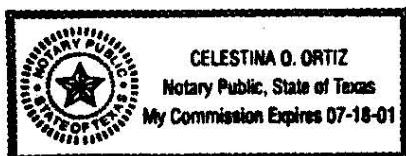
My commission expires: 7/18/01

STATE OF TEXAS )  
COUNTY OF HIDALGO )

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared FRANK SEKULA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23<sup>rd</sup> day of March, 2000.



Celestina O. Ortiz  
Notary Public in and for the  
State of Texas

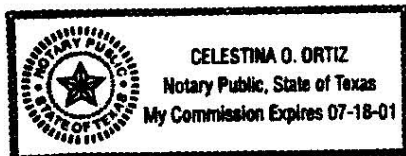
My commission expires: 7/18/01

STATE OF TEXAS )  
COUNTY OF HIDALGO )

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared JOSEPH SEKULA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24<sup>th</sup> day of March, 2000.



Celestina O. Ortiz  
Notary Public in and for the  
State of Texas

My commission expires: 7/18/01

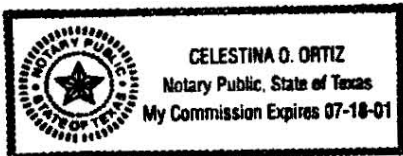


STATE OF TEXAS )  
 )  
COUNTY OF HIDALGO )

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared MELVIN SEKULA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13<sup>th</sup> day of March, 2000.



Celestina O. Ortiz  
Notary Public in and for the  
State of Texas

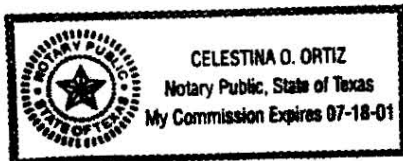
My commission expires: 7/18/01

STATE OF TEXAS )  
 )  
COUNTY OF HIDALGO )

CORPORATE ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared JOE OCHOA, Mayor of the City of Edinburg, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in his official capacity for the corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27<sup>th</sup> day of March, 2000.



Celestina O. Ortiz  
Notary Public in and for the  
State of Texas

My commission expires: 7/18/01

**NOE GARZA ENGINEERS, INC.**

204 WEST 495 • PHARR, TEXAS 78577

NSPE • TSPE • TSA

FAX (956) 783-1209

(956) 783-1207

**Metes and Bounds**  
**Block 42, Citrus Fruit Development Company**

**A Tract of Land Containing 8.55 Acres** out of Lots 44, 45, and 46, South Texas Development Company, as recorded in Volume 9, Page 44, Map Records, Hidalgo County, Texas, and being more particularly described by metes and bounds as follows;

**Beginning** at a ½" iron rod found 150.0 FT. North of the Southwest corner of Lot 46 Block 42. for the Southwest corner of said tract;

**Thence**, North 08° 57' 00", East along the West line of Block 42, a total distance of 885.40 FT. to a ½" iron rod set for the Northwest corner of said tract;

**Thence**, South 81° 03' 00", East a total distance of 420.70 FT. to a ½" iron rod set for the Northeast corner of said tract;

**Thence**, South 08° 57' 00", West a total distance of 885.40 FT. to a ½" iron rod set for the Southeast corner of said tract;

**Thence**, North 81° 03' 00", West a total distance of 420.70 FT. to the **Place of Beginning of Said Tract, Containing 8.55 Acres, More or Less.**

NG/lr  
(02/29/00) Revised

Owner: City of Edinburg Landfill



**EXHIBIT "A"**

S 81°03'00" E 420.70'

207.06'

44

N 08°57'00" E 885.40'

414.17'

45

42

BLK.

S 08°57'00" W 885.40'

284.17'

46

420.70'

N 81°03'00" W 420.70'

#### LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD



SCALE: 1" = 100'  
BEARING BASIS AS PER PLAT

#### PLAT SHOWING

N 8.55 ACRES OUT OF BLOCK 42  
SOUTH TEXAS DEVELOPEMENT COMPANY  
RECORDED IN VOL. 9, PG. 44, MAP RECORDS HIDALGO COUNTY,  
HIDALGO COUNTY, TEXAS.

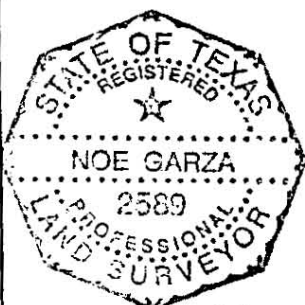
PROJECT: 8.55 ACRES - CITY OF EDINBURG

EXHIBIT "A"

-2-

NOE GARZA ENGINEERS, INC.

(956) 783-1207 FAX (956) 783-1209  
204 W. 495  
PHARR, TEXAS 78577-0749



I, NOE GARZA, REGISTERED  
PROFESSIONAL LAND SURVEYOR, DO  
HEREBY CERTIFY THE ABOVE  
FOREGOING PLAT TO BE A TRUE AND  
CORRECT REPRESENTATION OF THE  
LANDS AS SURVEYED ON THE GROUND  
UNDER MY DIRECTION.

NOE GARZA  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 2589

**NOE GARZA ENGINEERS, INC.**

204 WEST 495 - PHARR, TEXAS 78577

NSPE • TSPE • TSA

FAX (956) 783-1209

(956) 783-1207

**Metes & Bounds  
173.0 Acres  
Citrus Fruit Development Company**

**A 173.0 Acres out of Blocks 41, 42, 52, and 53 Citrus Fruit Development Company, recorded in Volume 9, Page 38, and Volume 9, Page 44, Map Records of Hidalgo County, Texas and described more particularly by metes and bounds as follows;**

**Beginning at a ½" Iron Rod found for the Southeast corner of Block 53 for Southeast corner hereof;**

**Thence, North 81° 03' 00" West, 2,122.15 feet along the South line of Block 53 to a ½" Iron Rod found for the Southwest corner hereof;**

**Thence, North 08° 57' 00" East, 2,220.80 feet parallel to the West line of Block 53 to a ½" iron rod founds for an inside corner hereof;**

**Thence, North 81° 03' 00" West, 1,051.75 feet to a ½" Iron Rod found for the most westerly corner hereof;**

**Thence, North 08° 57' 00" East, 1,170.0 feet to a ½" Iron rod set for the Northwest corner hereof;**

**Thence, South 81° 03' 00" East, 2,618.61 feet to a ½" Iron rod found for the Northeast corner hereof;**

**Thence, South 01° 48' 00" East, 2,329.46 feet along the East line of Block 41 and 53 to a ½" Iron rod set for deflection point for a corner hereof;**

**Thence, South 02° 20' 00" West, 1,108.10 feet along the East line of Block 53, to a ½" Iron rod found for the place of beginning and containing 173.0 Acres more or less.**

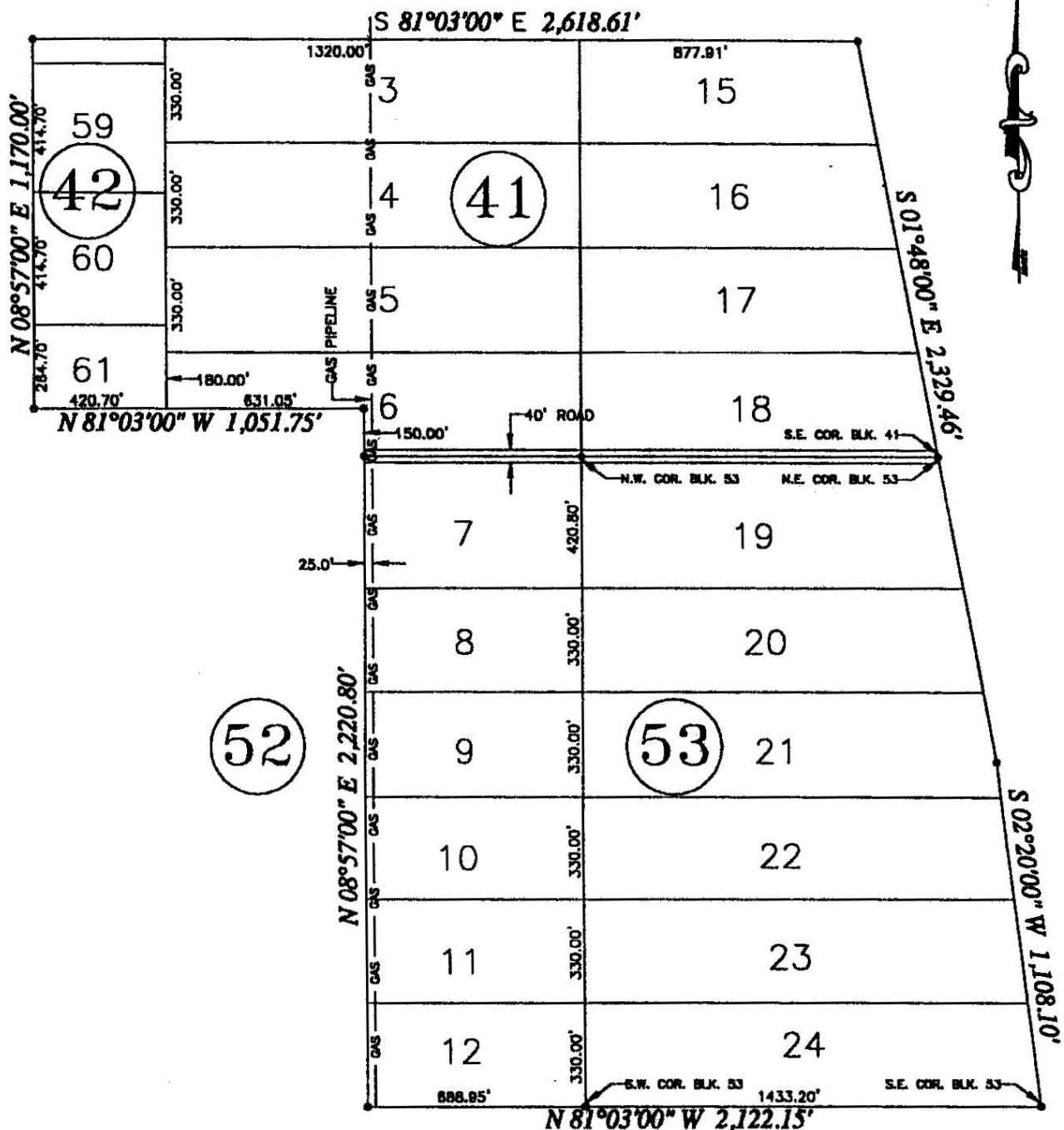
NG/lr  
02/29/00

Owner: City of Edinburg Landfill



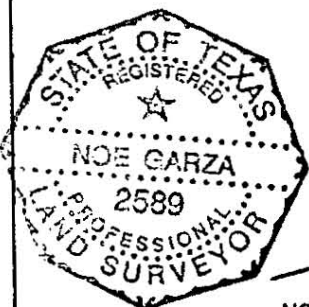
**EXHIBIT "B"**

TOTAL P.03



## PLAT SHOWING

173 ACRES OUT OF BLKS. 41, 42, 52, & 53,  
CITRUS FRUIT DEVELOPEMENT COMPANY  
RECORDED IN VOL. 9, PG. 38 & VOL. 9, PG. 44, MAP RECORDS HIDALGO  
COUNTY,  
HIDALGO COUNTY, TEXAS.



I, NOE GARZA, REGISTERED  
PROFESSIONAL LAND SURVEYOR, DO  
HEREBY CERTIFY THE ABOVE  
FOREGOING PLAT TO BE A TRUE AND  
CORRECT REPRESENTATION OF THE  
LANDS AS SURVEYED ON THE GROUND  
UNDER MY DIRECTION.

NOE GARZA  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 2589

PROJECT: 173 ACRES - CITY OF EDINBURG

EXHIBIT "B"

-2-

NOE GARZA ENGINEERS, INC.

(956) 783-1207 FAX (956) 783-1209  
204 W. 495  
PHARR, TEXAS 78577-0749



Filed for Record in:  
Hidalgo County  
by Juan D. Salinas III  
County Clerk

On: Mar 30, 2000 at 11:44A

As a  
Recording

Document Number:	859296
Total Fees :	25.00

Receipt Number - 273824

By,  
Anna Smith

**DOCUMENT NO. 763669**  
**(INCLUDES LOTS 7 THRU 12, BLOCK 41, 52, AND 53)**

File No. 95-43-A  
G.F. #85,443

## WARRANTY DEED

Date: **March 15, 1999**

Grantor: **SEKULA FARMS, INC.**

Grantor's Mailing Address: **Rt. 3, Box 194-C, Edinburg, Hidalgo County, Texas 78539**

Grantee: **CITY OF EDINBURG**

Grantee's Mailing Address: **P. O. Box 1079, Edinburg, Hidalgo County, Texas 78540-1079**

Consideration: **TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration.**

Property (including any improvements):

**SEE ATTACHED EXHIBIT "A".**

Reservations from and Exceptions to Conveyance and Warranty:

1. For Grantor and Grantor's successors, a reservation of all of the oil, gas, and other minerals that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.
2. **SEE ATTACHED EXHIBIT "B".**
3. **Taxes for the year 1999 and subsequent years, and any subsequent assessments for prior years due to change in land usage or ownership shall be the responsibility of grantee.**

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 to 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 whosoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

By the acceptance of this Deed, Grantee is taking the Property "as is," "where is" and "with all faults", and without any representation or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

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

**SEKULA FARMS, INC.**

By: Joseph Sekula

STATE OF TEXAS {

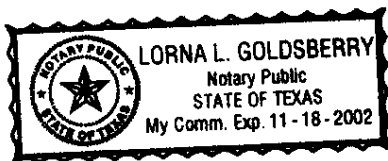
**CORPORATE ACKNOWLEDGMENT**

COUNTY OF HIDALGO {

This instrument was acknowledged before me on the 17th day of **MARCH, 1999**, by

JOSEPH SEKULA, President of **SEKULA**

**FARMS, INC.**, a Texas corporation, on behalf of said corporation.



Lorna L. Goldsberry  
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, PLEASE  
RETURN TO:

CITY OF EDINBURG  
P. O. Box 1079  
Edinburg, Texas 78540-1079

PREPARED IN THE  
LAW OFFICE OF:

JAMES H. LAUDERDALE  
611 International Ave.  
Weslaco, Texas 78596

EXHIBIT "A"

TRACT 1:

A tract of land containing 30 acres, being the West 631.05 feet of Lots 7 thru 12, inclusive, out of the resubdivision of Blocks 41, 52 and 53, CITRUS FRUIT DEVELOPMENT COMPANY, Hidalgo County, Texas, according to the map recorded in Volume 9, Page 38, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch iron rod found in the Northwest corner of Lot 7, Block 52, for the Northwest corner of this tract;

THENCE, South 81 degrees, 03 minutes, 00 seconds East, 631.05 feet along the North line of Lot 7, to a 5/8 inch iron rod set for the Northeast corner of this tract;

THENCE, South 08 degrees, 57 minutes, 00 seconds West, 2,070.80 feet in the South line of Lot 12, for the Southeast corner of this tract;

THENCE, North 81 degrees, 03 minutes, 00 seconds West, 631.05 feet along the South line of Lot 12, to a 5/8 inch iron rod found in the Southwest corner of said Lot 12 for the Southwest corner of this tract;

THENCE, North 08 degrees, 57 minutes, 00 seconds East, at 2,070.80 feet along the West line of Lots 12 thru 7 to the PLACE OF BEGINNING.

TRACT 2:

A tract of land containing 9.417 acres, being all of the South 150.0 feet of Lots 46 and 61, Block 42, SOUTH TEXAS DEVELOPMENT CO. SUBDIVISION and the South 150.0 feet of the West 630.05 feet of Lot 6, Block 41, CITRUS FRUIT DEVELOPMENT COMPANY, Hidalgo County, Texas, according to the maps recorded in Volume 9, Pages 38 and 44, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch iron rod found in the Northwest corner of Lot 5, Block 51, same being the Southwest corner of Lot 46, Block 42, for the Southwest corner of this tract;

THENCE, North 08 degrees, 57 minutes, 00 seconds East, 150.0 feet along the West line of Lot 6, to a 5/8 inch iron rod set for the Northwest corner of this tract;

THENCE, South 81 degrees, 03 minutes, 00 seconds East, 2,103.50 past the common line between Blocks 42 and 41, a total distance of 2,734.55 feet to a 1/2 inch iron rod set for the Northeast corner of this tract;

THENCE, South 08 degrees, 57 minutes, 00 seconds West, 150.0 feet to a 5/8 inch iron rod set in the common line between Lots 6, Block 41 and Lot 7, Block 52, for the Southeast corner of this tract;

THENCE, North 81 degrees, 03 minutes, 00 seconds West, at 630.05 feet past the common line between Blocks 41 and 42, a total distance of 2,734.55 feet to the PLACE OF BEGINNING.

---



**EXHIBIT "B"**

**Road easements as shown on the map of the Resubdivision of Blocks 41, 42, 52 and 53, Citrus Fruit Development Company's Land, recorded in Volume 9, Pages 38 and 44, Map Records of Hidalgo County, Texas.**

**Telephone right of way easement in favor of Valley Telephone Cooperative, Inc. as shown by Instrument dated October 25, 1983, recorded in Volume 2059, Page 830, Official Records of Hidalgo County, Texas.**

**Right of Way Agreement in favor of Valero Transmission, L.P. as shown by instrument dated October 3, 1994, filed December 7, 1994 under Document Number 423955, Official Records of Hidalgo County, Texas.**

**Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by George A. d'Hemecourt, Trustee to Kelly Bell, dated November 5, 1979, recorded in Volume 387, Page 92, Oil and Gas Records of Hidalgo County, Texas.**

**Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Arline E. Evans, Vaneta M. Clark and Duane G. Evans to Bill Foran, dated April 23, 1997, filed August 25, 1997 under Document Number 618913, Official Records of Hidalgo County, Texas.**

**All oil, gas and other minerals, except an undivided 1/64th non-participating royalty interest in and to such oil, gas and other minerals, has been heretofore reserved and/or conveyed by prior grantors and/or predecessors in title as set forth in Deed dated December 31, 1971, recorded in Volume 1307, page 45, both in the Deed Records of Hidalgo County, Texas.**

**Tract 2 is subject to:**

- 1. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Luella Evans to Highland Resources, Inc., dated February 24, 1977, recorded in Volume 366, Page 34, Oil and Gas Records of Hidalgo County, Texas. (Lots 6, Block 41)**
- 2. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by Ella Thompson Youngblood to Western Natural Gas Co., dated September 28, 1953, recorded in Volume 151, Page 226, Oil and Gas Records of Hidalgo County, Texas. (That part out of Lots 46 and 61, Block 42).**
- 3. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by J and C. Royalty Co., a corp. to Western Natural Gas Co., dated December 1, 1953, recorded in Volume 152, Page 264, Oil and Gas Records of Hidalgo County, Texas. (That part out of Lots 46 and 61, Block 42).**
- 4. Terms, stipulations and conditions contained in Declaration of Unit as set forth in Instrument dated February 4, 1955, recorded in Volume 171, Page 358, Oil and Gas Records of Hidalgo County, Texas. (That part out of Lots 46 and 61, Block 42).**

**Visible and apparent easements on or across the property herein described.**

**Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property.**

Filed for Record in:  
Hidalgo County, Texas  
by Juan D. Salinas III  
County Clerk

On: Apr 09, 1999 at 04:05P

As a  
Recording

Document Number: 763669  
Total Fees : 15.00

Receipt Number - 210267  
By,  
MaryLou Cantu

**DOCUMENT NO. 25647**  
**(INCLUDES LOTS 1 THRU 10, BLOCK 50)**

**The State of Texas,**

25647

Know All Men by These Presents:

County of HIDALGO

That I, LAURA LOU BAKER, a feme sole,

of the County of Hidalgo State of Texas for and in consideration

of the sum of ----- Ten and No/100 -----

----- (\$10.00) -----DOLLARS

and other good and valuable consideration

to me in hand paid by City of Edinburg, Texas, the receipt of which is hereby acknowledged and confessed;

XXXXXX

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

CITY OF EDINBURG, TEXAS

XXXXXX

State of Texas

all that certain

tract or parcel of land being situated in the County of Hidalgo, State of Texas and being more fully described as follows, to-wit:

All of Lots One (1) to Ten (10), both inclusive, in Block Fifty (50), Citrus Fruit Development Company Subdivision of lands in the San Salvador del Tule Grant, Hidalgo County, Texas, as per map or plat thereof of record in the Office of the County Clerk of Hidalgo County, Texas.

SAVE AND EXCEPT all oil, gas and other minerals, same having been excepted and reserved in deed to Laura Lou Baker.

SUBJECT TO THE FOLLOWING:

(1) Oil, Gas & Mineral Lease from A. Y. Baker, Jr. to Lee Hawkins, dated Feb. 24, 1945, recorded in Vol. 58, page 503, Oil & Gas Lease Records, Hidalgo County, Texas, unitized on February 4, 1955.

(2) Easements appearing on the recorded map and dedication of the subdivision, and all visible easements.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

CITY OF EDINBURG, TEXAS, its successors and assigns  
~~forever and~~ I do hereby bind myself, my

heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said

CITY OF EDINBURG, TEXAS, its successors and assigns  
~~against every person~~ against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at Edinburg, Hidalgo County, Texas  
 this 9th day of September, 1976.

XXXXXXXXXXXXXXXXXXXX

*Laura Lou Baker*  
 LAURA LOU BAKER



SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF HIDALGO

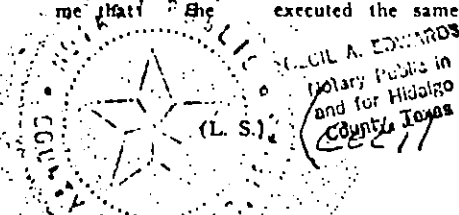
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

LAURA LOU BAKER

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this the 17th day of September A. D. 19 76



*Cecil A. Edwards*  
Notary Public in and for Hidalgo County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this the day of A. D. 19

(L. S.)

Notary Public in and for

County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this the day of A. D. 19

(L. S.)

Notary Public in and for

County, Texas

THE STATE OF TEXAS,  
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the day of A. D. 19 at o'clock M., and was duly recorded by me on the day of A. D. 19 in Vol. , page , of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk

County, Texas

By Deputy.

25647  
126

Warranty Deed

FROM

TO

FILED FOR RECORD

This day of A. D. 19

at o'clock M.

County Clerk

By Deputy

RECORDED  
FILED FOR RECORD THIS DATE

At o'clock M. A. D. 19

In County Records

SEP 20 1976

In Book on Page

SANTOS SALDANA

County Clerk Hidalgo County, Texas

By Deputy

Recording Fee \$

This instrument should be filed immediately with the County Clerk for Record.

return to:

*My Deed to Original Austin & JPP*  
*P.O. Box 154*  
*Edinburg, TX 78539*  
Odey Company, Publishers Dallas

**DOCUMENT NO. 537625**  
**(INCLUDES LOTS 1 THRU 10, BLOCK 51)**

File No. 95-43  
G.P. #54,086

## WARRANTY DEED

Date: June 1, 1996

Grantor: SEKULA FARMS, INC.

Grantor's Mailing Address: Rt. 2, Box 193-C, Edinburg, Hidalgo County, Texas 78539

Grantee: THE CITY OF EDINBURG, TEXAS

Grantee's Mailing Address: P. O. Box 1079, Edinburg, Hidalgo County, Texas 78540

Consideration: TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

All of Lots 1 through 10, inclusive, Block 51, CITRUS FRUIT DEVELOPMENT COMPANY LAND SUBDIVISION, Hidalgo county, Texas, according to the map recorded in Volume 6, Page 430, Deed Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. For Grantor and Grantor's successors, a reservation of all of the oil, gas, and other minerals that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.
2. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by M.A. Neel and H.H. Rankin, Jr. to Saltmount Oil Co., dated January 6, 1949, recorded in Volume 221, Page 417, Oil and Gas Records of Hidalgo County, Texas.
3. An undivided 1/2 interest in all oil, gas and other minerals has been heretofore conveyed by prior grantors as set forth in Royalty Deed dated February 28, 1935, recorded in Volume 5, Page 611, Miscellaneous Records of Hidalgo County, Texas.
4. Terms, stipulations and conditions contained in Declaration of Unit as set forth in instrument dated February 4, 1955, recorded in Volume 171, Page 358, Oil and Gas Records of Hidalgo county, Texas.
5. Rights of parties in possession.

6. Visible and apparent easements on or across the property herein described.
7. Taxes for the year 1996 and subsequent years, and any subsequent assessments for prior years due to change in land usage or ownership shall be the responsibility of grantee.

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 to 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.

**SEKULA FARMS, INC.**

By: *Joseph Sekula*  
JOSEPH SEKULA, PRESIDENT

STATE OF TEXAS {  
COUNTY OF HIDALGO }

**CORPORATE ACKNOWLEDGMENT**

This instrument was acknowledged before me on the 28th day of June, 1996,  
by JOSEPH SEKULA, President of  
SEKULA FARMS, INC., a Texas corporation, on behalf of said corporation.

*Lerna L. Goldsherry*  
NOTARY PUBLIC, STATE OF TEXAS

U  
Filed for Record in:  
Hidalgo County, Texas  
by Jose Eloy Pulido  
County Clerk

AFTER RECORDING, PLEASE  
RETURN TO:

GARY HENDRICHSON  
Edinburg City Hall  
210 W. McIntyre Street  
P. O. Box 1079  
Edinburg, Texas 78540-1079

PREPARED IN THE  
LAW OFFICE OF:

JAMES H. LAUDERALE  
611 International Ave.  
Weslaco, Texas 78596

On: Jul 16, 1996 at 11:38A

As a  
Recording

Document Number: 537625  
Total Fees: 11.00

Receipt Number - 43941  
By,  
Bea Cruz

**DOCUMENT NO. 2552869  
(INCLUDES SHARE 5, TRACT 158)**



Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, TX 78540



70 2014 02552869

Instrument Number: 2014-2552869

Recorded On: October 02, 2014

As  
Recording

Parties:

To

Billable Pages: 3

Number of Pages: 4

Comment: SWDVL. 790151

**\*\* Examined and Charged as Follows: \*\***

Recording	34.00
Total Recording:	34.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2014-2552869  
Receipt Number: 1472409  
Recorded Date/Time: October 02, 2014 04:20P

**Record and Return To:**

EDWARDS ABSTRACT  
ORIGINAL RETURNED TO CUSTOMER  
TX

User / Station: A Rodriguez - Cash Superstation 09



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX

Re: Share 5, Mutual Partition of Tract 158, San Salvador Del Tule Grant, Hidalgo County, Tx, V16, P11, Map Records

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**Special Warranty Deed with Vendor's Lien**

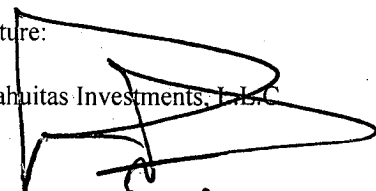
**2552869**

1. Date: September 26, 2014
2. Grantor: Anacahuillas Investments, L.L.C., a Texas limited liability company (50% undivided interest owner) and Imelda Garza, Individually and as Independent Executrix of the Estate of Oscar L. Garza, Jr. (Jointly 50% undivided interest owner)
3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539
4. Grantee: City of Edinburg
5. Grantee's Mailing Address: P.O. Box 1079, Edinburg, Hidalgo County, Texas
6. Consideration: Ten and No/100ths (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of Seven Hundred Forty-Two Thousand Seven Hundred Fifty and No/100ths Dollars (\$742,750.00) payable to the order of Grantor and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorney's fees. The payment of the Note is secured by the Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to Alan D. Monroe, Trustee.
7. Property: Share Five (5), Mutual Partition of Tract One Hundred Fifty Eight (158), San Salvador Del Tule Grant, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 16, Page 11, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.
8. Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the property, to-wit:
  - A. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
  - B. Standby fees, taxes and assessments by any taxing authority for the year 2014 and subsequent years.
  - C. Mineral and/or royalty grant and/or reservation in instrument(s) dated July 23, 1935, recorded in Volume 9, Page 564, Oil and Gas Records, dated March 5, 1937, recorded in Volume 425, Page 352, dated November 10, 1938, recorded in Volume 450, Page 79, dated January 16, 1946, recorded in Volume 577, Page 346, Deed Records, dated February 25, 1949, recorded in Volume 96, Page 454, dated March 26, 1964, recorded in Volume 285, Page 492, Oil and Gas Records, dated February 3, 1967, recorded in Volume 1170, Page 644, Deed Records, dated November 11, 1980, recorded in Volume 398, Page 349, Oil and Gas Records, dated March 15, 1993, recorded under Clerk's File No. 315909, dated May 16, 1994, recorded under Clerk's File No. 395355, dated June 12, 2001, recorded under Clerk's File No. 978972, Official Records, Hidalgo County, Texas.
  - D. Oil, Gas and Mineral Lease(s) dated May 5, 1934, recorded in Volume 8, Page 132, Oil and Gas Records, Hidalgo County, Texas.
  - E. Oil, Gas and Mineral Lease(s) dated March 14, 1972, recorded in Volume 340, Page 4, dated March 30, 1972, recorded in Volume 340, Page 7, dated April 6, 1972, recorded in Volume 340, Page 9, dated May 10, 1972, recorded in Volume 340, Page 599, and dated December 29, 1981, recorded in

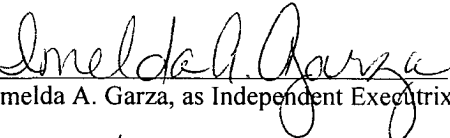
Re: Share 5, Mutual Partition of Tract 158, San Salvador Del Tule Grant, Hidalgo County, Tx, V16, P11, Map Records

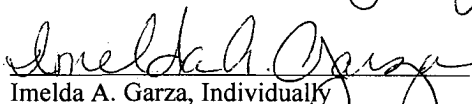
- Volume 405, Page 472, Oil and Gas Records, Hidalgo County, Texas.
- F. Easement Deed dated February 17, 1943, recorded in Volume 505, Page 333, Deed Records, Hidalgo County, Texas.
  - G. Easement and/or other rights, if any, as set forth in untitled instrument dated July 30, 1955, recorded in Volume 837, Page 494, Deed Records, Hidalgo County, Texas.
  - H. Easement and/or other rights, if any, as set forth in untitled instrument dated June 31, 1957, recorded in Volume 883, Page 383, Deed Records, Hidalgo County, Texas.
  - I. Easement and/or other rights, if any, as set forth in Deed dated February 3, 1967, recorded in Volume 1170, Page 644, Deed Records, Hidalgo County, Texas.
  - J. Right of Way Agreement dated December 17, 1980, recorded in Volume 1711, Page 860, Deed Records, Hidalgo County, Texas.
  - K. Right of Way Agreement May 29, 1992, recorded in Volume 3309, Page 807, and re-filed in instrument dated May 29, 1992, recorded in Volume 3310, Page 639, Official Records, Hidalgo County, Texas.
  - L. Ingress-Egress Easement dated August 23, 2005, recorded under Clerk's File No. 1519203, Official Records, Hidalgo County, Texas.
  - M. Lack of right of access to and from the land.
  - N. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
  - O. Rights of parties in possession.
10. Condition of the Property: **Grantee is accepting the property "As is", "where is" and "With all faults" and without any representation and/or warranty by Grantor of any kind or character, express or implied, with respect to the property, (except those set out in the warranty of title) including, but not limited to: Zoning and tax consequences; Physical or environmental conditions; availability of access, ingress or egress; operating history or projections; Governmental approvals, governmental law and/or regulations; Things relating to or affecting the property, including, without limitation: (1) the value, condition, merchantability, marketability, profitability, habitability, suitability or fitness for a particular use or purpose of the property; (2) the manner or quality of the construction or materials incorporated into any of the property; (3) the manner, quality, and/or state of repair or lack of repair of the property; and (4) the performance of the work by contractors and consultants.**
11. Grantor, for the Consideration and subject to the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever.
12. Special Warranty of Title: 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, when the claim is by, through or under Grantor, but not otherwise, except as to the Reservations From Conveyance and the Exceptions to Conveyance and Warranty.
14. Vendor's Lien: The vendor's lien against and superior title to the Property are retained until the Note described above is fully paid according to its terms, at which time this deed will become absolute.
15. Miscellaneous: When the context requires, singular nouns and pronouns include the plural.

Re: Share 5, Mutual Partition of Tract 158, San Salvador Del Tule Grant, Hidalgo County, Tx, V16, P11, Map Records

16. Signature:   
Anacahuillas Investments, L.L.C.  
By: \_\_\_\_\_  
Richard A. Garza, Member

Estate of Oscar L. Garza, Jr., Deceased

By:   
Imelda A. Garza, as Independent Executrix

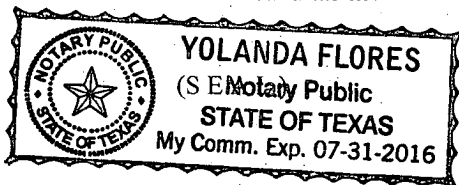
  
Imelda A. Garza, Individually

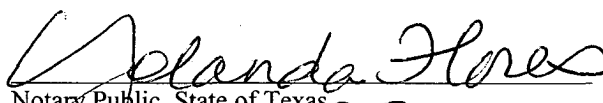
The State of Texas §

(Acknowledgment)

County of Hidalgo §

This instrument was acknowledged before me on the 30<sup>th</sup> day of September, 2014, by Richard A. Garza as Member of Anacahuillas Investments, L.L.C., a Texas limited liability company, on behalf of said company.



  
Notary Public, State of Texas  
My Commission Expires: 7-31-2016

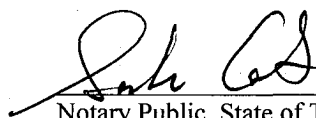
The State of Texas §

(Acknowledgment)

County of Hidalgo §

This instrument was acknowledged before me on the 30<sup>th</sup> day of September, 2014, by Imelda A. Garza, Individually and as Independent Executrix of the Estate of Oscar L. Garza, Jr., Deceased, on behalf of said Estate.

(SEAL)

  
Notary Public, State of Texas  
My Commission Expires: 7-23-15

After Recording Return to:

City of Edinburg  
P.O. Box 1179  
Edinburg, Texas 78539



**DOCUMENT NO. 2552870  
(INCLUDES SHARE 5, TRACT 158)**



Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, TX 78540



70 2014 02552870

Instrument Number: 2014-2552870

Recorded On: October 02, 2014

As  
Recording

Parties:

To

Billable Pages: 8

Number of Pages: 9

Comment: D. OF T. 790151

**\*\* Examined and Charged as Follows: \*\***

Recording	54.00
<b>Total Recording:</b>	<b>54.00</b>

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2014-2552870  
Receipt Number: 1472409  
Recorded Date/Time: October 02, 2014 04:20P

**Record and Return To:**

EDWARDS ABSTRACT  
ORIGINAL RETURNED TO CUSTOMER  
TX

User / Station: A Rodriguez - Cash Superstation 09



**STATE OF TEXAS  
COUNTY OF HIDALGO**

I hereby certify that this instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX

790151-182

Re: Share 5, Mutual Partition of Tract 158, San Salvador Del Tule Grant, V16, P11, Map Records, Hidalgo County, Tx.

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## Deed of Trust

2552870

1. Date: September 26, 2014
2. Grantor: City of Edinburg
3. Grantor's Mailing Address: P.O. Box 1179, Edinburg, Hidalgo County, Texas 78539
4. Trustee: Alan D. Monroe
5. Trustee's Mailing Address: 3111 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539
6. Beneficiary: One-Half (½) interest to Anacahuitas Investments, LLC, a Texas limited liability company, and One-Half (½) interest jointly to Imelda A. Garza, Individually and as Independent Executrix of the Estate of Oscar L. Garza, Jr., Deceased
7. Beneficiary's Mailing Address: 3910 W. Freddy Gonzalez Drive, Edinburg, Hidalgo County, Texas 78539
8. Note:
  - A. Date: September 26, 2014
  - B. Amount: \$742,750.00
  - C. Maker: City of Edinburg
  - D. Payee: One-Half (½) interest to Anacahuitas Investments, LLC, a Texas limited liability company, and One-Half (½) interest jointly to Imelda A. Garza, Individually and as Independent Executrix of the Estate of Oscar L. Garza, Jr., Deceased
  - E. Maturity Date: As therein provided in the Note.
  - F. Terms of Payment: As provided in the Note.
9. Property: Share Five (5), Mutual Partition of Tract One Hundred Fifty-Eight (158), San Salvador Del Tule Grant, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 16, Page 11, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.
10. Other Exceptions to Conveyance and Warranty:
  - A. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
  - B. Standby fees, taxes and assessments by any taxing authority for the year 2014 and subsequent years.
  - C. Mineral and/or royalty grant and/or reservation in instrument(s) dated July 23, 1935, recorded in Volume 9, Page 564, Oil and Gas Records, dated March 5, 1937, recorded in Volume 425, Page 352, dated November 10, 1938, recorded in Volume 450, Page 79, dated January 16, 1946, recorded in Volume 577, Page 346, Deed Records, dated February 25, 1949, recorded in Volume 96, Page 454, dated March 26, 1964, recorded in Volume 285, Page 492, Oil and Gas Records, dated February 3,

Re: Share 5, Mutual Partition of Tract 158, San Salvador Del Tule Grant, V16, P11, Map Records, Hidalgo County, Tx.

- 1967, recorded in Volume 1170, Page 644, Deed Records, dated November 11, 1980, recorded in Volume 398, Page 349, Oil and Gas Records, dated March 15, 1993, recorded under Clerk's File No. 315909, dated May 16, 1994, recorded under Clerk's File No. 395355, dated June 12, 2001, recorded under Clerk's File No. 978972, Official Records, Hidalgo County, Texas.
- D. Oil, Gas and Mineral Lease(s) dated May 5, 1934, recorded in Volume 8, Page 132, Oil and Gas Records, Hidalgo County, Texas.
  - E. Oil, Gas and Mineral Lease(s) dated March 14, 1972, recorded in Volume 340, Page 4, dated March 30, 1972, recorded in Volume 340, Page 7, dated April 6, 1972, recorded in Volume 340, Page 9, dated May 10, 1972, recorded in Volume 340, Page 599, and dated December 29, 1981, recorded in Volume 405, Page 472, Oil and Gas Records, Hidalgo County, Texas.
  - F. Easement Deed dated February 17, 1943, recorded in Volume 505, Page 333, Deed Records, Hidalgo County, Texas.
  - G. Easement and/or other rights, if any, as set forth in untitled instrument dated July 30, 1955, recorded in Volume 837, Page 494, Deed Records, Hidalgo County, Texas.
  - H. Easement and/or other rights, if any, as set forth in untitled instrument dated June 31, 1957, recorded in Volume 883, Page 383, Deed Records, Hidalgo County, Texas.
  - I. Easement and/or other rights, if any, as set forth in Deed dated February 3, 1967, recorded in Volume 1170, Page 644, Deed Records, Hidalgo County, Texas.
  - J. Right of Way Agreement dated December 17, 1980, recorded in Volume 1711, Page 860, Deed Records, Hidalgo County, Texas.
  - K. Right of Way Agreement May 29, 1992, recorded in Volume 3309, Page 807, and re-filed in instrument dated May 29, 1992, recorded in Volume 3310, Page 639, Official Records, Hidalgo County, Texas.
  - L. Ingress-Egress Easement dated August 23, 2005, recorded under Clerk's File No. 1519203, Official Records, Hidalgo County, Texas.
  - M. Lack of right of access to and from the land.
  - N. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
11. 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.
12. Grantor's Obligations: Grantor agrees to:
- A. keep the Property in good repair and condition;
  - B. pay all taxes and assessments on the property when due;
  - C. preserve the lien's priority as it is established in this Deed of Trust; and
  - D. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.
13. Beneficiary's Rights:
- A. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
  - 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,

Re: Share 5, Mutual Partition of Tract 158, San Salvador Del Tule Grant, V16, P11, Map Records, Hidalgo County, Tx.

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 herein 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:
- 1) declare the unpaid principal balance and earned interest on the Note immediately due;
  - 2) request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall
  - 3) give notice of the foreclosure sale as provided by the Texas Property Code, as then amended; and
  - 4) purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.
14. Trustee's Duties: If requested by Beneficiary to foreclose this lien, Trustee shall:
- A. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code, as then amended;
  - B. sell and convey all or part of the Property 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;
  - C. from the proceeds of the sale, pay in this order:
    - 1) expenses of foreclosure, including a reasonable Trustee's commission fee;
    - 2) to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
    - 3) any amounts required by law to be paid before payment to Grantor; and
    - 4) to Grantor, any balance.
15. General Provisions:
- A. If any of the Property is sold under this Deed of Trust, Grantor shall 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 Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the Note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
  - G. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income

Re: Share 5, Mutual Partition of Tract 158, San Salvador Del Tule Grant, V16, P11, Map Records, Hidalgo County, Tx.

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 receipt 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, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the Property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has, nor assumes, any other obligations as lessor or landlord with respect to any occupant of the Property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the Property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the Note and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

- H. Interest on the debt secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt, or if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
  - I. When the context requires, singular nouns and pronouns include the plural.
  - J. The term "Note" includes all sums secured by this Deed of Trust.
  - K. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all Parties.
  - L. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.
  - M. Grantor represents that this Deed of Trust and the Note are given for the following purpose: Purpose of Debt: The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured by this Deed of Trust and by a Vendor's Lien on the Property, which is expressly retained in a Deed to Grantor 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.
16. Due on Sale Clause: Any sale or conveyance or transfer is made of all or any portion of the Property without prior written consent of Beneficiary, 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.
17. Grantor herein (and as Maker of the Note secured hereby) does not have any individual liability for the payment of the Note and the Beneficiary herein (and as Payee of the Note) has the sole and exclusive remedy of foreclosing its security interests (Vendor's Lien and Deed of Trust lien) in the Property. However, simultaneously with the execution of the Note and Deed of Trust, Grantor herein is providing Beneficiary a conditional access easement on, over and across adjacent lands (now owned by Grantor or Grantor is in the process of purchasing such lands from the Edinburg Economic Development Corporation) as described by metes and bounds and depicted on Exhibit "A" and "A-1" respectively. This access easement is non-exclusive, conditional and is effective, if and only if, Beneficiary exercises its remedy of foreclosure as provided in the Deed of Trust. The easement is to be perpetual, non-exclusive and appurtenant to the Property, the subject of this sale, and to "run with the land", (being the Property). If at foreclosure Grantor does not own the Property subject to the access easement, Grantor will undertake to provide such easement and part of the limitations of liability covenant/provision of this Deed of Trust. This covenant by Grantor is contractual between Grantor and Beneficiary and/or Beneficiary's assigns and shall survive any foreclosure under this Deed



Re: Share 5, Mutual Partition of Tract 158, San Salvador Del Tule Grant, V16, P11, Map Records, Hidalgo County, Tx.  
of Trust. Independent consideration is deemed to have been provided for this contractual covenant.

18. Signatures of Grantors:

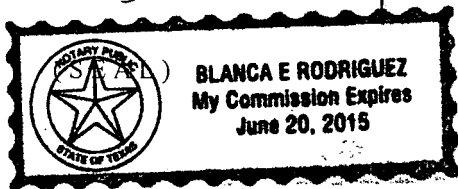
City of Edinburg

By: *Ramiro Garza Jr.*  
Printed Name: Ramiro Garza Jr.  
Title: City Manager

State of Texas \*  
County of Hidalgo \*

(Acknowledgment)

This instrument was acknowledged before me on the 29th day of September, 2014, by  
Ramiro Garza, Jr., as City Manager of the City of Edinburg, on behalf of the City.



*Blanca E. Rodriguez*  
Notary Public, State of Texas  
My commission Expires: 06-20-2015

**Exhibit "A"**

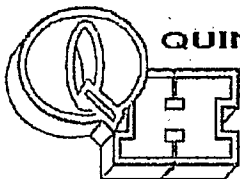
Metes and Bounds Description for the 50.00 foot Access Easement across Edinburg Economic Development Corporation Property, attached hereto, consisting of two (2) pages, non-consecutive with this document.

**Exhibit "A-1"**

Depiction of the 50.00 foot Access Easement across Edinburg Economic Development Corporation Property, attached hereto, consisting of one (1) page, non-consecutive with this document.

After Recording Return To:  
City of Edinburg  
P.O. Box 1179  
Edinburg, Texas 78539

**Exhibit "A"**  
**Consisting of two (2) pages**



**QUINTANILLA, HEADLEY AND ASSOCIATES, INC.**

**Consulting Engineers ★ Land Surveyors**

Alfonso Quintanilla, P.E., R.P.L.S. Eufallo Ramirez, P.E.  
Engineering Firm Registration No. F-1513  
Surveying Firm Registration No. 100411-00  
Municipal & County Projects ★ Subdivisions ★ Surveys  
124 E. Stubbs, Edinburg, Texas 78539  
Phone 956/381-6480 Fax 956/381-0527  
Email: [office@qhaengineering.com](mailto:office@qhaengineering.com)  
[www.qhaengineering.com](http://www.qhaengineering.com)

**METES AND BOUNDS**

**50.00 FOOT ACCESS EASEMENT ACROSS EDINBURG ECONOMIC DEVELOPMENT CORPORATION PROPERTY**

A 1.10 ACRE TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2456392, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF TRACT 157 FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS N 09°16' E, 3,419.23 FEET FROM THE SOUTHWEST CORNER OF TRACT 157.

THENCE, N 09°16' E, ALONG THE WEST LINE OF TRACT 157, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°51' E, A DISTANCE OF 960.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF THE EIA PROPERTIES, LTD. TRACT (A TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 831865, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°16' W, ALONG THE WEST LINE OF THE EIA PROPERTIES, LTD. TRACT, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

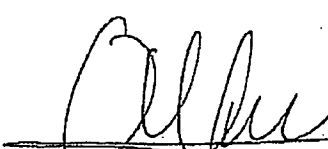
THENCE; N 80°51' W, A DISTANCE OF 960.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.10 ACRES OF LAND MORE OR LESS.

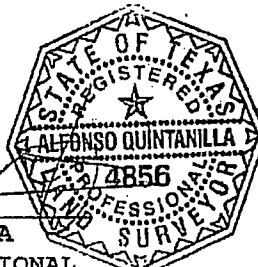
BEARINGS ARE IN ACCORDANCE WITH RANCHITOS ESCONDIDOS SUBDIVISION PHASE I, RECORDED UNDER INSTRUMENT NO. 2487603, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: July 15, 2014

  
ALFONSO QUINTANILLA  
REGISTERED PROFESSIONAL  
LAND SURVEYOR No. 4856



**PLAT SHOWING**

PROPOSED 50.00 FOOT ACCESS EASEMENT ACROSS EDINBURG ECONOMIC DEVELOPMENT CORPORATION PROPERTY

A 1.10 ACRE TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2456392, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

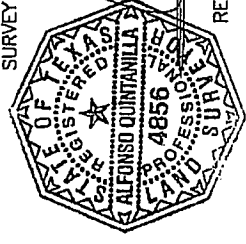
**Exhibit "A-1"**  
**Consisting of one (1) page**

EASEMENT GRANTED TO RIO GRANDE VALLEY GAS COMPANY, AS SET FORTH IN INSTRUMENT RECORD VOLUME 505, PAGE 331, DEED RECORDS, HIDALGO COUNTY, TEXAS. (BLANKET)  
BEARINGS ARE IN ACCORDANCE WITH RANCHITOS ESCONDIDOS SUBDIVISION PHASE I, RECORDED IN INSTRUMENT NO. 2487603, MAP RECORDS, HIDALGO COUNTY, TEXAS.

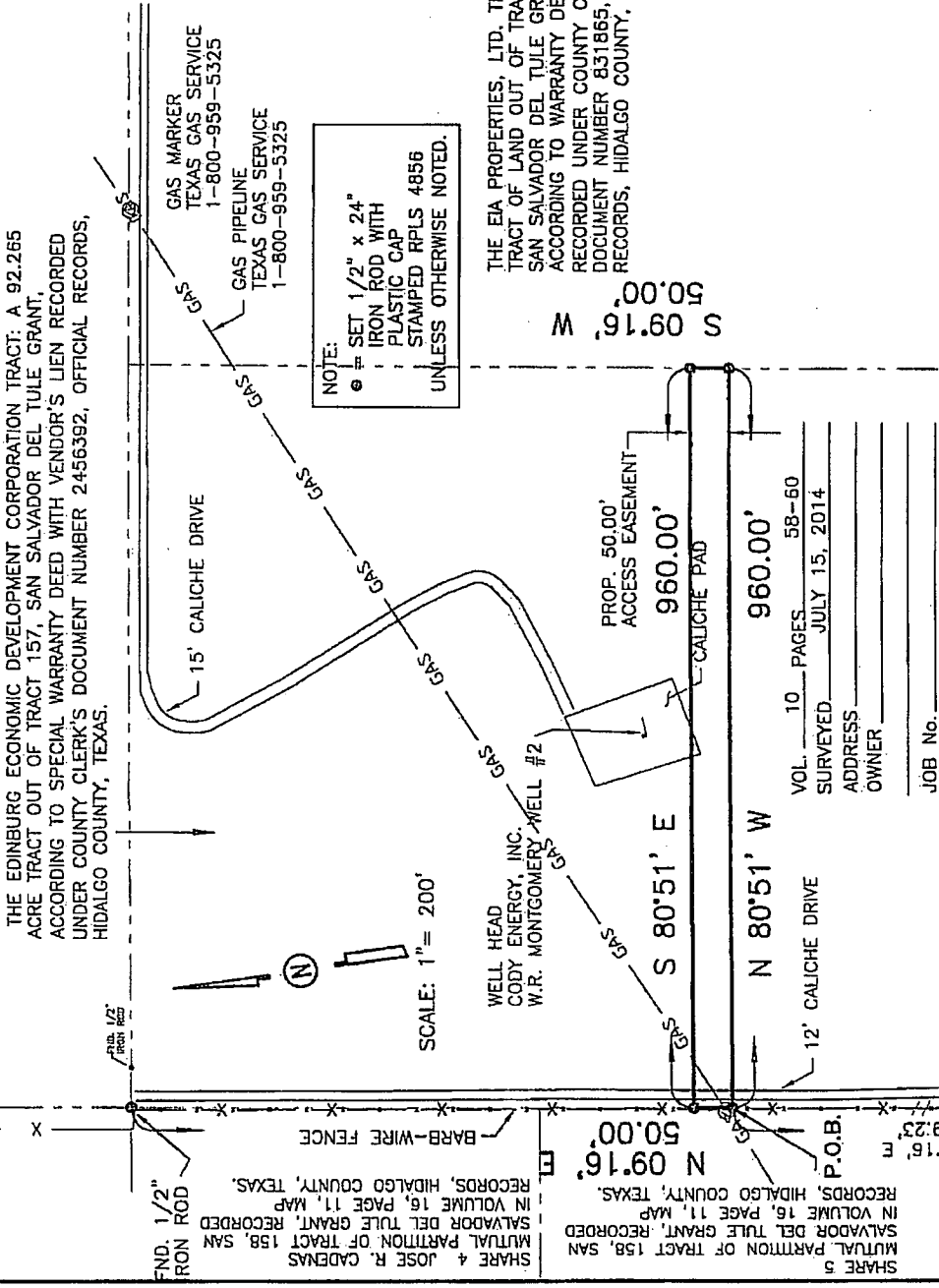
FLOOD ZONE DESIGNATION: ZONE "X"  
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD ZONE  
COMMUNITY-PANEL NUMBER 480334 0325 D  
MAP REVISED: MAY 17, 2001

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.



ALFONSO QUINTANILLA  
REGISTERED PROFESSIONAL LAND SURVEYOR  
No. 4856



NOTE:  
e = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

THE EIA PROPERTIES, LTD. TRACT: A TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 831865, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

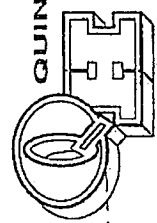
S 09°16' W  
50.00'

PROP. 50.00' ACCESS EASEMENT  
960.00'  
CALICHE PAD  
960.00'  
58-60  
PAGES  
JULY 15, 2014  
SURVEYED  
ADDRESS  
OWNER  
JOB No.  
BOOK No.  
PAGE

F:\DATA\SUBD\HC\RANCHOS ESCONDIDOS-WEST PARCEL 50 ACCESS  
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

LAND SURVEYORS  
PHONE 956-381-6480  
FAX 956-381-0527  
OFFICE@QHAENGINEERING.COM

CONSULTING ENGINEERS  
124 E. STUBBS ST.  
EDINBURG, TEXAS 78539  
ENGINEERING REGISTRATION NUMBER F-1513  
SURVEYING REGISTRATION NUMBER 100411-00



FND. 1/2" IRON ROD S.W. COR. TRACT 157

SHARE 5  
MUTUAL PARTITION OF TRACT 158, SAN SALVADOR DEL TULE GRANT, RECORDED IN VOLUME 16, PAGE 11, MAP RECORDS, HIDALGO COUNTY, TEXAS.  
P.O.B.  
N 09°16' E  
50.00'

SHARE 4 JOSE R. CADENAS  
MUTUAL PARTITION OF TRACT 158, SAN SALVADOR DEL TULE GRANT, RECORDED IN VOLUME 16, PAGE 11, MAP RECORDS, HIDALGO COUNTY, TEXAS.  
BARB-WIRE FENCE

THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION TRACT: A 92.265 ACRE TRACT OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2456392, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

GAS MARKER  
TEXAS GAS SERVICE  
1-800-959-5325  
GAS PIPELINE  
TEXAS GAS SERVICE  
1-800-959-5325

15' CALICHE DRIVE

WELL HEAD  
CODY ENERGY, INC.  
W.R. MONTGOMERY WELL #2

SCALE: 1" = 200'

FND. 1/2" IRON ROD

**DOCUMENT NO. 1589456**  
**(INCLUDES SHARE 6, TRACT 158)**



Hidalgo County  
Eddy Trevino  
County Clerk  
Edinburg, TX 78540



70 2006 01589456

Instrument Number: 2006-1589456

Recorded On: March 14, 2006

As  
Recording

Parties:

To

Billable Pages: 3

Number of Pages: 4

Comment: WD/VL/GF#029606

**\*\* Examined and Charged as Follows: \*\***

Recording	24.00
Total Recording:	24.00

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2006-1589456  
Receipt Number: 749395  
Recorded Date/Time: March 14, 2006 10:20A  
Book-Vol/Pg: BK-SC VL-6 PG-86206  
User / Station: A Muniz - Cash Superstation 09

**Record and Return To:**

CITY OF EDINBURG  
P O BOX 1079  
EDINBURG TX 78540-1079



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## Warranty Deed with Vendor's Lien 1589456

Date: February 10, 2006

Grantor: MATIAS PENA, JR. and MARIA LYDIA PENA, husband and wife

Grantor's Mailing Address: 13303 North Highway 281  
Edinburg, Texas 78539  
Hidalgo County

Grantee: CITY OF EDINBURG, a Texas Municipal Corporation

Grantee's Mailing Address: P.O. Box 1079  
Edinburg, Texas 78540-1079  
Hidalgo County

### Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Eight Hundred Thirty-Three Thousand Three Hundred and No/100ths Dollars (\$833,300.00). The note is secured by a first and superior vendor's lien and superior title retained in this Deed and by a first-lien Deed of Trust of even date from Grantee to David Davila, Trustee.

### Property (including any improvements):

A 125.7 acre tract of land, more or less, being all of Share Six (6), Mutual Partition of Tract 158, SAN SALVADOR DEL TULE GRANT, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 16, Page 11, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes, and said 125.7 acre tract of land being more particularly described by metes and bounds as follows, to-wit:

BEGINNING on a ¾ inch iron pipe found at the Northeast corner of Share 6, for the Northeast corner of the following described tract of land;

THENCE, with the East line of Share 6, South 09 degrees 16 minutes West, 1897.5 feet to a ¾ inch iron pipe found at the Southeast corner of said Share 6, for the Southeast corner hereof;

THENCE, with the South line of Share 6, North 81 degrees 51 minutes West 2730.0 feet to a ½ inch iron rod set at the Southwest corner of said Share 6, for the Southwest corner hereof;

THENCE, with the West line of Share 6, North 02 degrees 34 minutes East, 1965.0 feet to a ½ inch iron rod with Melden and Hunt cap found at the Northwest corner of Share 6, for the Northwest corner hereof;

THENCE, with the North line of Share 6, South 80 degrees 44 minutes East, 2958.7 feet, to THE POINT OF BEGINNING, containing 125.7 acres of land, more or less.

Reservations from Conveyance: None

### Exceptions to Conveyance and Warranty:

Subdivision regulations of the County of Hidalgo and/or ordinances or regulations of the city in which the subdivision resides or in any city holding extra-territorial jurisdiction of said property.

Right of way easement granted to Rio Grande Valley Gas Company, its successors and assigns, dated February 17, 1943, recorded in Volume 505, Page 333, in the Deed Records, Hidalgo County, Texas.

Right of way easement granted to Maganolia Petroleum Company, recorded in Volume 837, Page 494, in the Deed Records, Hidalgo County, Texas.

Right of way easement granted to Sinclair Oil and Gas Company, its successors and assigns, dated January 31, 1957, filed recorded in Volume 883, Page 383, in the Deed Records, Hidalgo County, Texas.

Easement for access to water well located on Tract 158 as shown by instrument dated February --, 1967, recorded in Volume 1170, Page 644, in the Deed Records, Hidalgo County, Texas.

Right of way easement granted to Valero Logistics Operations, L. P., a Delaware limited partnership, its successors and assigns, dated May 16, 2005 filed February 24, 2005 under Document No. 1487855, in the Official Records, Hidalgo County, Texas.

Oil, Gas and Mineral Lease dated March 14, 1972, recorded in Volume 340, Page 4, in the Oil and Gas Records, Hidalgo County, Texas.

Oil, Gas and Mineral Lease dated March 30, 1972, recorded in Volume 340, Page 7, in the Oil and Gas Records, Hidalgo County, Texas.

Oil, Gas and Mineral Lease dated April 6, 1972, recorded in Volume 340, Page 599, in the Oil and Gas Records, Hidalgo County, Texas.

Oil, Gas and Mineral Lease dated May 10, 1972, recorded in Volume 340, Page 599, in the Oil and Gas Records, Hidalgo County, Texas.

Mineral and/or royalty reservations and/or conveyances as set forth in instrument dated May 6, 1998, recorded under Document No. 679386 in the Official Records, Hidalgo County, Texas.


Rights of parties in possession.

Standby fees, taxes and assessments, by any taxing authority for the tax year 2006 and all subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, all of which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each Note described is fully paid according to its terms, at which time this deed will become absolute.

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

  
MATIAS PEÑA, JR.

  
MARIA LYDIA PEÑA

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on February 22<sup>nd</sup>, 2006, by MATIAS PEÑA, JR. and MARIA LYDIA PEÑA.



*Marta L. Lopez*  
Notary Public in and for  
the State of Texas

My Commission Expires: 06-06-2009

Filed for Record in:  
Hidalgo County  
by Eddy Trevino  
County Clerk

On: Mar 14, 2006 at 10:20A

As a Recording

Document Number: 1589456  
Total Fees: 24.00

Receipt Number - 749395  
By:  
Anna Maria Muniz, Deputy

**PREPARED IN THE OFFICE OF:**

LAW OFFICE OF DAVID DAVILA  
5525 North McColl Road  
McAllen, Texas 78504

**AFTER RECORDING RETURN TO:**

CITY OF EDINBURG  
P.O. Box 1079  
Edinburg, Texas 78540-1079

**METES AND BOUNDS DESCRIPTION  
OF 253.9 ACRES OF LAND**



METES AND BOUNDS DESCRIPTION  
OF 253.9 ACRES OF LAND

BEING 253.9 acres of land, more or less out of the Citrus Fruit Development Company Subdivision as recorded in Volume 6, Page 430, Map Records of Hidalgo County, Texas; the Resubdivision of Citrus Fruit Development Company Subdivision as recorded in Volume 9, Page 38, Map Records of Hidalgo County, Texas and the South Texas Development Company Subdivision as recorded in Volume 9, Page 44, Map Records of Hidalgo County, Texas;

BEGINNING at a found "PK" nail for the northwest corner of Block 50 and southwest corner of Block 43 of the Citrus Fruit Development Company Subdivision;

THENCE, with the common line of said Blocks 43 and 50, S81°03'00"E 2,103.50 feet to a set 5/8 inch iron rod for the northeast corner of said Block 50, southeast corner of said Block 43, and southwest corner of Lot 46 of the aforesaid South Texas Development Company Subdivision;

THENCE, with the east line of said Block 43 and west line Lots 46, 45 and 44 of the South Texas Development Company Subdivision, N08°57'00"E 1,035.40 feet to a set 5/8 inch iron rod for the northeast corner of Lot 10, Block 43 in the west line of said Lot 44;

THENCE, crossing said Lot 44, S81°03'00"E 420.70 feet to a set 5/8 inch iron rod;

THENCE, S08°57'00"W at 207.08 feet the north line of the aforesaid Lot 45 at 621.24 feet the north line of the aforesaid Lot 46, in all, 885.40 feet to a set 5/8 inch iron rod;

THENCE, S81°03'00"E at 631.05 feet the east line of said Lot 46 and west line of Lot 61 of the South Texas Development Company Subdivision, at 1,682.80 feet the west line of Lot 6 of the Resubdivision of the Citrus Fruit Development Company Subdivision, in all, 2313.85 feet to a set 5/8 inch iron rod;

THENCE, crossing Lots 6,7,8,9,10 and 11 of the Resubdivision of the Citrus Fruit Development Company Subdivision, S08°57'00"W 1,665.80 feet to a set 5/8 inch iron rod;

THENCE, N81°03'00"E 461.95 feet to a set 5/8 inch iron rod;

THENCE, S08°57'00"W 555.00 feet to a set 5/8 inch iron rod South in the north line of Block 55 of the Resubdivision of the Citrus Fruit Development Company Subdivision;

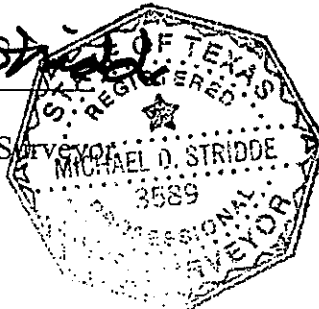
THENCE, N81°03'00"W at 461.95 feet a found 5/8 inch iron rod, at 1,093.00 feet a found 1/2 inch iron rod for the southeast corner of Block 51 and northeast corner of Block 56 of the Citrus Fruit Development Company Subdivision, at 3,196.5 feet the southeast corner of Block 50 and northeast corner of Block 50 and northeast corner of Block 57 of the Citrus Fruit Development Company Subdivision, in all 5,300.00 feet to a set 5/8 inch iron rod for the southwest corner of Block 50 and southeast corner of Block 49 of said Subdivision;

THENCE, with the common line of said Block 50 and Block 49, N08°57'00"E 2,070.80 feet to the POINT OF BEGINNING and containing 253.9 acres of land, more or less.

NOTE: Bearings are based in the found northwest corner of Block 50 and Found southeast corner of Block 51 of the Citrus Fruit Development Company Subdivision as recorded in Volume 6, Page 430, Map Records of Hidalgo County, Texas.

*Michael D. Stridde*

Michael D. Stridde  
Registered Professional Land Surveyor  
No. 3589



6-27-01

Date

**EXHIBIT A**  
**PERMIT BOUNDARY**  
**602.52 ACRE TRACT**

## **EXHIBIT "A"**

### **PERMIT BOUNDARY CITY OF EDINBURG LANDFILL LEGAL DESCRIPTION 602.52 ACRE TRACT**

**BEING** a 602.52 acre tract of land comprised of Lots 42-46 & 57-61, Block 42, South Texas Development Company Subdivision, as shown on a map recorded in Volume 9, Page 44, Map Records Hidalgo County, Texas, and Lots 1-24, The Re-Subdivision of the Citrus Fruit Development Company's Land, as shown on a map recorded in Volume 9, Page 38, Map Records Hidalgo County, Texas, Lots 1-10, Block 51, Lots 1-10, Block 50, and a portion of Lots 6-10, Block 43, all being of the Citrus Fruit Development Company's Land, as shown on a map recorded in Volume 6, Page 430 – 431, Map Records Hidalgo County, Texas, as well as portions of Share 5 & 6, of the Mutual Partition of Tract 158, San Salvador Del Tule Grant, as shown on a map recorded in Volume 16, Page 11, Map Records Hidalgo County, Texas and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod found at the intersection of two county roads platted yet unopened, for the southwest corner of Lot 6, said Block 50, for the southwest corner and the **POINT OF BEGINNING** of the herein described tract;

**THENCE** North 08°47'19" East, with the west line of said Block 50, at a distance of 2060.15 feet pass a cotton spindle found at the intersection of the centerline of Encintos Road and the centerline of the platted yet unopened road for the southwest corner of Lot 6, said Block 43, continue for a total distance of 2470.00 feet to a calculated point on the west line of Lot 6, said Block 43, for a northwest corner of the herein described tract;

**THENCE** South 81°13'21" East, crossing Lots 6-10, said Block 43, a distance of 2103.60 feet to a calculated point on the common boundary of said Block 42 & 43, and for an interior corner of the herein described tract;

**THENCE** North 08°46'39" East, with the west line of said Block 42, a distance of 635.96 feet to a 5/8" iron rod found for corner of the herein described tract;

**THENCE** North 08°46'38" East, with the west line of said Block 42, a distance of 1025.08 feet to an iron pipe found in the centerline of a platted yet unopened road, for the northwest corner Lot 42 of said Block 42, and for the northwest corner of the herein described tract;

**THENCE** South 81°25'29" East, with the north line of said Block 42, a distance of 2102.31 feet to a 5/8" iron rod found for the northeast corner of Lot 57, said Block 42, and for a corner of the herein described tract;

**THENCE** South 81°16'58" East, with the north line of The Re-Subdivision of the Citrus Fruit Development Company's Land, a distance of 2056.54 feet to a calculated point in the west line of Share 3, of said Mutual Partition, for the northeast corner of Lot 13, of said Re-Subdivision of the Citrus Fruit Development Company's Land, and for the northeast corner of the herein described tract;

**THENCE** South 02°00'45" East, with the east line of said Re-Subdivision of the Citrus Fruit Development Company's Land, a distance of 764.09 feet to a calculated corner for an outside corner of the herein described tract;

**THENCE** South 02°11'40" East, with the east line of said Re-Subdivision of the Citrus Fruit Development Company's Land, a distance of 1167.07 feet to a 5/8" iron rod found for the northwest corner of said Share 5, of said Mutual Partition, and for an interior corner of the herein described tract;

**THENCE** South 80°38'14" East, with the north line of said Share 5, a distance of 1313.67 feet to a calculated point for a northeast corner of the herein described tract;

**THENCE** South 08°47'42" West, crossing said Share 5, a distance of 1609.05 feet to a calculated point for a southeast corner of the herein described tract;

**THENCE** South 62°52'20" West, crossing said Share 5 and Share 6 of said Mutual Partition, a distance of 1064.05 feet to a calculated point for the southeast corner of the herein described tract;

**THENCE** North 81°12'18" West, with the centerline of a platted yet unopened road, same being the south line of Re-Subdivision of the Citrus Fruit Development Company's Land, the south line of said Block 51 and the south line of said Block 50, a distance of 7079.33 feet to the **POINT OF BEGINNING** and containing 602.52 acre of land.

NOTE:

ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE NAD 1983.

Stacey King Mora

**Stacey King Mora, RPLS**  
**Registered Professional Land Surveyor**  
**Texas Registration No. 6166**  
**Naismith Engineering, Inc.**



**TBPE F#355    TBPLS F# 100395-00**

**Date:** March 4, 2016







**ORDINANCE NO. 2016-3979  
ABANDONMENT OF ROAD EASEMENT  
(INCLUDES 10.77 ACRES AND 11.72 ACRES)**



May 12, 2016

Mr. Arturo Guajardo, Jr., County Clerk  
Hidalgo County Clerk's Office  
P. O. Box 58  
Edinburg, TX 78540

Dear Mr. Guajardo:

On Tuesday, April 19, 2016, the City of Edinburg, Texas acting by and through its City Council, adopted Ordinance No. 2016-3979 for the abandonment of a 10.77 acre tract of land out of the Re-Subdivision Citrus Fruit Development Company's Lands, and out of the South Texas Development Company's Subdivision, and Citrus Fruit Development Company's Lands, being Tract 1 and an 11.72 acre tract of land, being out of the re-subdivision of Blocks 41, 52, & 53 of the The Citrus Fruit Development Company's Lands, and out of the South Texas Development Company's Subdivision, and out of the Citrus Fruit Development Company's Lands, being tract 2.

Enclosed, for recording, is Ordinance No. 2016-3979. If additional documentation on this abandonment is needed, do not hesitate to call me.

Sincerely,

Jesus R. Saenz  
Director of Planning & Zoning

JRS:dmg-annexations\letters\county clerk's office-record ord.-abandonment-landfill

Enclosures



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 388-8204 • Fax (956) 383-7111





**Hidalgo County Clerk**

Arturo Guajardo Jr.

P.O. Box 58

Edinburg, Texas 78540

**Main:** (956) 318-2100

**Fax:** (956) 318-2105

**ORIGINAL COPY**

**Receipt No:** 20160524000140

**Date:** 05/24/2016

**Time:** 09:50AM

**Deputy Clerk:** Imelda Leal

**Station:** CH-1-CC-K12

**Issued To:** CITY OF EDINBURG

PO BOX 1079

EDINBURG, TX 78540

**Recording Fees**

Item No.	Item	Document No.	Serial No.	Amount
1	Real Property Recordings	2714878		68.00

**Collected Amounts**

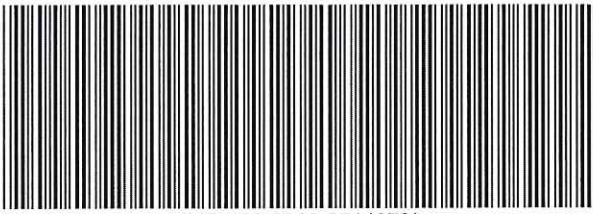
Item No.	Payment	Amount
1	Check 88704 CITY OF EDINBURG/388-8202	68.00

**Total Received:** 68.00

**Order Total:** 68.00

**Change Due:** 0.00

Thank you.



\*VG-120-2016-2714878\*

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2714878

Billable Pages: 9

Recorded On: May 24, 2016 09:50 AM

Number of Pages: 10

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: 68.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2714878  
Receipt No: 20160524000140  
Recorded On: May 24, 2016 09:50 AM  
Deputy Clerk: Imelda Leal  
Station: CH-1-CC-K12

**Record and Return To:**

CITY OF EDINBURG  
PO BOX 1079  
ORIGINAL RETURN TO CUSTOMER  
EDINBURG TX 78540



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas



**ORDINANCE NO. 2016-3979**

**AN ORDINANCE ABANDONING A 10.77 ACRE TRACT OF LAND OUT OF THE RESUBDIVISION CITRUS FRUIT DEVELOPMENT COMPANY'S LANDS, AS RECORDED IN VOLUME 9, PAGE 38 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS AND OUT OF THE SOUTH TEXAS DEVELOPMENT COMPANY'S SUBDIVISION AS RECORDED IN VOLUME 9, PAGE 44 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND CITRUS FRUIT DEVELOPMENT COMPANY'S LANDS, AS RECORDED IN VOLUME 6, PAGES 430-431 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING TRACT 1, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" AND AN 11.72 ACRE TRACT OF LAND, BEING OUT OF THE RESUBDIVISION OF BLOCKS 41, 52 & 53 OF THE CITRUS FRUIT DEVELOPMENT COMPANY'S LANDS, AS RECORDED IN VOLUME 9, PAGE 38 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS; AND OUT OF THE SOUTH TEXAS DEVELOPMENT COMPANY'S SUBDIVISION, AS RECORDED IN VOLUME 9, PAGE 44 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND OUT OF THE CITRUS FRUIT DEVELOPMENT COMPANY'S LANDS, AS RECORDED IN VOLUME 6, PAGES 430-431 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING TRACT 2, MORE PARTICULARLY DESCRIBED IN EXHIBIT "B", HIDALGO COUNTY, TEXAS, AUTHORIZED BY THE TEXAS LOCAL GOVERNMENT CODE § 253.001 AND TEXAS TRANSPORTATION CODE §§ 311.001 AND 311.007; AS REQUESTED BY THE CITY OF EDINBURG, AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENTS NEEDED TO ACCOMPLISH SAID ABANDONMENT; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, the City of Edinburg has exclusive control over and under the public highways and streets, including authority to vacate, abandon and close streets, pursuant to § 253.001 of the Texas Local Government Code and §§ 311.001 and 311.007 of the Texas Transportation Code; and

**WHEREAS**, The City of Edinburg, the owner of a 10.77 acre tract of land out of the Resubdivision Citrus Fruit Development Company's as recorded in Volume 9, Page 38 of the Map Records of Hidalgo County, Texas and out of the South Texas Development Company's Subdivision as Recorded in Volume 9, Page 44 of the Map Records of Hidalgo County, Texas, and Citrus Fruit Development Company's Lands, as Recorded in Volume 6, Pages 430-431 of the Map Records of

Hidalgo County, Texas, being Tract 1, more particularly described in Exhibit "A", and an 11.72 acre tract of land, being out of the re-subdivision of Blocks 41, 52 & 53 of the Citrus Fruit Development Company's Lands as recorded in Volume 9, Page 38 of the Map Records of Hidalgo County, Texas; and out of the South Texas Development Company's Subdivision, as recorded in Volume 9, Page 44 of the Map Records of Hidalgo County, Texas, and out of the Citrus Fruit Development Company's Lands, as recorded in Volume 6, Pages 430-431 of the map records of Hidalgo County, Texas, being Tract 2, more particularly described in Exhibit "B", Hidalgo County, Texas, has petitioned the City to abandon the Right-of-Way; and

**WHEREAS**, The City of Edinburg is the only abutting property owner of the right-of-way; and

**WHEREAS**, The City of Edinburg is planning to utilize this property for a landfill; and

**WHEREAS**, the public interest would be better served by the abandonment of the right-of-way of a 10.77 acre tract of land out of the Resubdivision Citrus Fruit Development Company's and out of South Texas Development Company's Subdivision and Citrus Fruit Development Company's Lands, being Tract 1, more particularly described in Exhibit "A", and an 11.72 acre tract of land, being out of the Re-subdivision of Blocks 41, 52 & 53, Citrus Fruit Development Company's Lands, out of South Texas Development Company's Subdivision, and out of the Citrus Fruit Development Company's Lands, being Tract 2, more particularly described in Exhibit "B"; and

**WHEREAS**, upon proper review, the City has determined that the said real property no longer serves a public purpose and that it would be appropriate for the area being requested to be abandoned; and

**WHEREAS**, no City improvements lie within this 10.77 acre tract of land out of the Resubdivision Citrus Fruit Development Company's Land and out of the South Texas Development Company's Subdivision and Citrus Fruit Development Company's Lands, being Tract 1, more particularly described in Exhibit "A", nor on the 11.72 acre tract of land, being out of the Re-subdivision of Blocks 41, 52 & 53, Citrus Fruit Development Company's Lands, out of South Texas Development Company's Subdivision, and out of the Citrus Fruit Development Company's Lands, being Tract 2, more particularly described in Exhibit "B".

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:**

**SECTION I. AUTHORITY OF LAW:** All requirements of the law have been met in the passing of this Ordinance.

**SECTION II. PURPOSE.** It is, therefore, in the best interest of the public that said right-of-way be and is hereby abandoned and subject to the following conditions:

1. The City of Edinburg assumes financial responsibility for any public utilities which may need to be placed or relocated as a result of the abandonment of the right-of-way.



**SECTION III. REPEALER.** This Ordinance shall be cumulative of all other ordinances dealing with the same subject, and any provision of any ordinance in direct conflict with any provision of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

**SECTION IV. SAVINGS CLAUSE.** If any section, part or provision of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable, and all other parts of this Ordinance shall not be affected thereby and shall remain in full force and effect.

**SECTION V. PUBLICATION AND EFFECTIVE DATE.** This Ordinance shall take effect immediately after its passage and publication according to law.

**SECTION VI. CODIFICATION:** That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

**SECTION VII. WAIVER CLAUSE:** The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 19<sup>th</sup> day of April, 2016.

**CITY OF EDINBURG**

**ATTEST:**

BY:

Myra L. Ayala Garza, City Secretary

BY:

Richard H. Garcia, Mayor

**APPROVED AS TO FORM:**

PALACIOS, GARZA & THOMPSON, P.C.

BY:

City Attorney

Attachments: Exhibits "A" and "B"

**EXHIBIT "A"**  
**ROAD CLOSURE DESCRIPTION**  
**OF 10.77 ACRES**  
**HIDALGO COUNTY, TEXAS**

A 10.77 acre tract of land, being out of the RESUBDIVISION CITRUS FRUIT DEVELOPMENT COMPANY'S LANDS as recorded in Volume 9, Page 38 of the Map Records of Hidalgo County, Texas, and out of SOUTH TEXAS DEVELOPMENT Co's SUBDIVISION as recorded in Volume 9, Page 44 of the Map Records of Hidalgo County, Texas, and CITRUS FRUIT DEVELOPMENT COMPANY'S LANDS as recorded in Volume 6, Pages 430-431 of the Map Records of Hidalgo County, Texas; said 10.77 acres being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod found at the intersection of the centerlines of two 40' platted yet unopened roads, for the southwest corner of Lot 6, Block 50, of said Citrus Fruit Development Company's Land, and for the southwest corner of the herein described tract;

**THENCE** North 08°47'19" East, with the west line of the said Block 50, same being the centerline of the said 40' road, a distance of 4131.04 feet to a calculated point at the intersection of the center lines of the said platted yet unopened 40' roads, for the northwest corner of Lot 5, Block 43, said Citrus Fruit Development Company's Land, and for the northwest corner of the herein described tract;

**THENCE** South 08°13'21" East, with the centerline of the said 40' road, same being the north line of the said Block 43, a distance 2103.50 feet to an iron pipe found for the northeast corner of Lot 1, said Block 43, and for the northwest corner of Lot 42, Block 42, said South Texas Development Company's Subdivision, for a corner of the herein described tract;

**THENCE** South 81°25'29" East, with the centerline of the said 40' road, same being the north line of said Block 42, a distance of 2102.31 feet to a 5/8" iron rod found in the centerline of the said 40' road, for the common north corner of Lot 1, of said Re-Subdivision of the Citrus Fruit Development Company's Land, and said Block 42, for a corner of the herein described tract;

**THENCE** South 81°16'58" East, with the centerline of the said 40' road, same being the north line of said Re-Subdivision of the Citrus Fruit Development Company's Land, a distance of 2056.54 feet to a calculated point for the northeast corner of Lot 13, of said Re-subdivision of the Citrus Fruit Development Company's Land, and being in the west line of Share 3, of the Mutual Partition of Tract 158, San Salvador Del Tule Grant, as shown on a map recorded in Volume 16, Page 11, Map Records, Hidalgo County, Texas, for the northeast corner of the tract herein described;

**THENCE** South 02°00'45" East, with the common line of said Share 3 and Lot 13, a distance of 20.36 feet to a calculated point on said common line, for an outside corner of the tract herein described;

**THENCE** North 81°16'58" West, with the south right-of-way line of the said 40' road, a distance of 2058.76 feet to a calculated point for a corner of the herein described tract;



**THENCE** North  $81^{\circ}25'29''$  West, with the south right-of-way line of the said 40' road, a distance of 2103.90 feet to a calculated point for a corner of the herein described tract;

**THENCE** North  $81^{\circ}13'21''$  West, with the south right-of-way line of the said 40' road, a distance of 2083.50 feet to a calculated point at the intersection of the south right-of-way line and the east right-of-way line of the said 40' roads, for an inside corner of the herein described tract;

**THENCE** South  $08^{\circ}47'19''$  West, with the east right-of-way line of said 40' road, a distance of 4091.04 feet to a calculated point at the intersection of said east right-of-way and north right-of-way line of a 40' road, for the inside corner of the herein described tract;

**THENCE** South  $81^{\circ}12'18''$  East, with the north right-of-way line of said 40' road, a distance of 6945.84 feet to a calculated point in the west line of the Share 6, of said Mutual Partition of Tract 158, San Salvador Del Tule Grant, for an outside corner of the herein described tract;

**THENCE** South  $02^{\circ}06'43''$  West, with the west line of said Share 6, a distance of 40.27 feet to a calculated point on the west line of the said Share 6, and the south right-of-way line of a 40' platted yet unopened road, for the southeast corner of the herein described tract;

**THENCE** North  $81^{\circ}12'18''$  West, with the south right-of-way line of the said 40' road, a distance of 6129.12 feet to a calculated point, for a corner of the herein described tract;

**THENCE** North  $08^{\circ}47'42''$  East, a distance of 20.00 feet to a  $5/8''$  iron rod found in the center of the said 40' road, same being the south line of said Block 50, and for an inside corner of the herein described tract;

**THENCE** North  $81^{\circ}12'18''$  West, with the centerline of the said 40' road, same being the south line of said Block 50, a distance of 841.40 feet to the **POINT OF BEGINNING** and containing 10.77 acres of land.

**NOTE:**

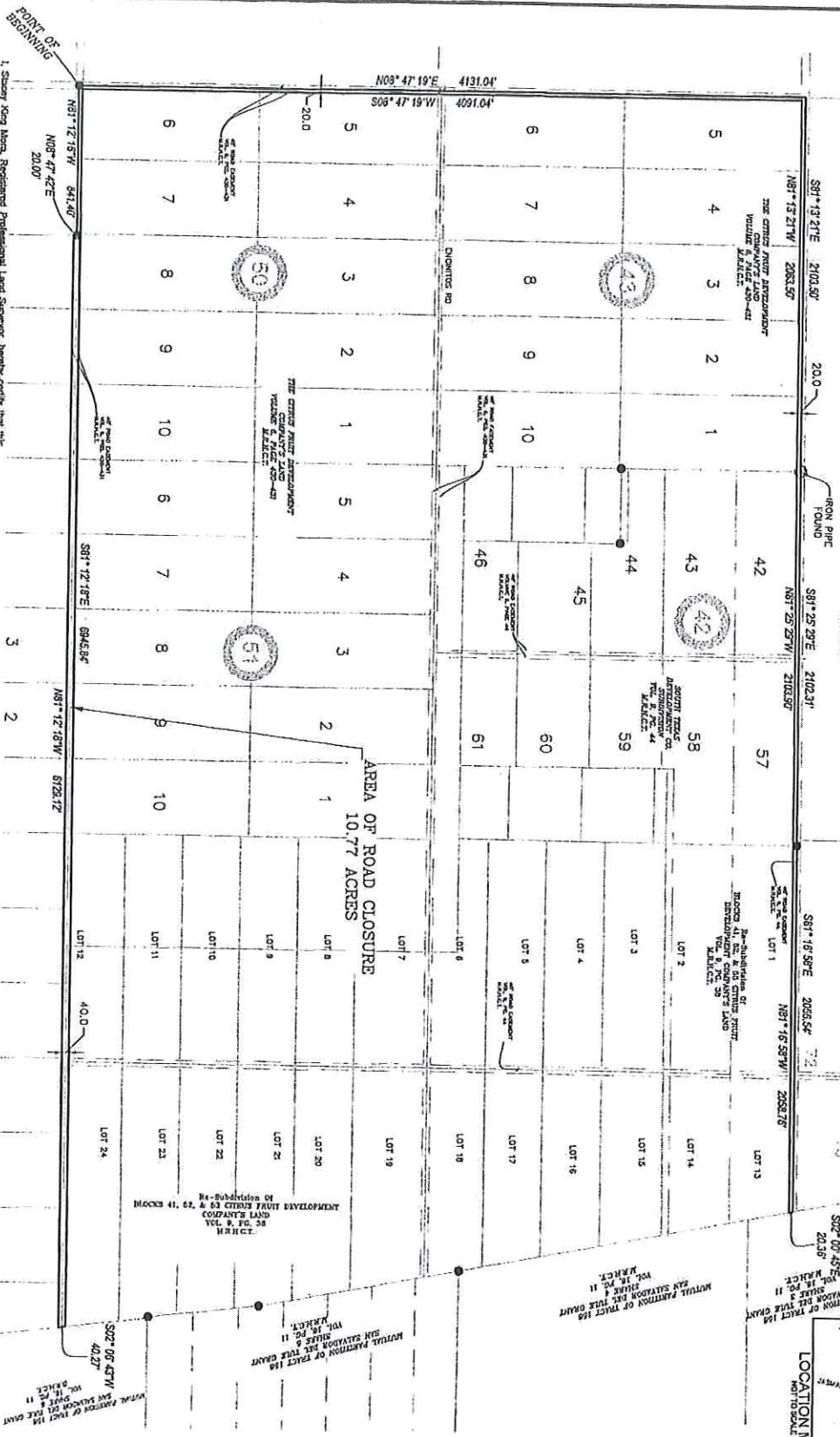
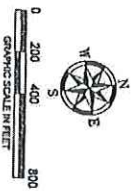
ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983).

AN EXHIBIT OF EQUAL DATE ACCOMPANIES THIS DESCRIPTION.

Stacey King Mora  
Stacey King Mora, RPLS  
Registered Professional Land Surveyor  
Texas Registration No. 6166  
Naismith Engineering, Inc.  
TBPLS FIRM # 100395-00 TBPE FIRM # 355

Date: March 16, 2016





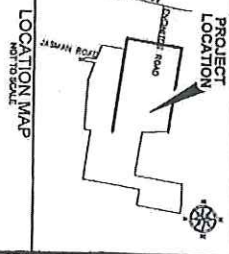
1. Stacy Ogg Mora, Registered Professional Land Surveyor, hereby certifies that this survey map was prepared from an actual on the ground survey and that the direction and supervision, and represents the facts found at the time of survey, and that this survey substantially complies with the current standards adopted by the Texas Board of Professional Land Surveying.

Stacy Ogg Mora  
Registered Professional Land Surveyor  
Texas Registration No. 5166  
Naismith Engineering, Inc.  
Date: March 16, 2016



- = IRON PIPE FOUND
- = 5/8" IRON ROD FOUND
- ✦ = COTTON SPINDLE FOUND

GENERAL NOTES:  
1) COORDINATES ARE BASED ON THE TEXAS ZONE MOAB.  
2) SOME OBJECTS MAY BE DRAWN OUT OF SCALE FOR CLARITY.  
3) A NORTH AND SOUTHERS DESCRIPTION OF EQUAL DATE AND HAD THIS CORRECTION.



**EXHIBIT "B" A**  
**PLATTED ROAD CLOSURE**  
**10.77 ACRES**  
**HIDALGO COUNTY, TEXAS**

**NEI Naismith Engineering, Inc.**  
ENGINEERING • ENVIRONMENTAL • SURVEYING  
4501 COLLIER RD. CORPUS CHRISTI, TEXAS 78411 PH: 361.814.4500  
TX REG. FIRM #00355 TEP's FIRM #100355-00

DATE	PROJECT	BY	CHECKED	DATE
11/25/14	21522018	3135-19	CLOSURE OF ROADS	11/25/14

DATE	PROJECT	BY	CHECKED
11/25/14	21522018	3135-19	CLOSURE OF ROADS
11/25/14	21522018	3135-19	CLOSURE OF ROADS



**EXHIBIT "B"**  
**ROAD CLOSURE DESCRIPTION**  
**11.72 ACRES**  
**HIDALGO COUNTY, TEXAS**

A 11.72 acre tract of land, being out of the RE-SUBDIVISION OF BLOCKS 41, 52 & 53 OF THE CITRUS FRUIT DEVELOPMENT COMPANY'S LANDS as recorded in Volume 9, Page 38 of the Map Records of Hidalgo County, Texas, and out of SOUTH TEXAS DEVELOPMENT Co's SUBDIVISION, as recorded in Volume 9, Page 44 of the Map Records of Hidalgo County, Texas, and out of THE CITRUS FRUIT DEVELOPMENT COMPANY'S LANDS as recorded in Volume 6, Pages 430-431 of the Map Records of Hidalgo County, Texas; said 11.72 acres being more particularly described as follows:

**BEGINNING** at a calculated point in the west line of the Mutual Partition of Tract 158, San Salvador Del Tule Grant, Share 5, as recorded in Volume 16, Page 11, Map Records Hidalgo County, Texas, said calculated point also being on the north right-of-way line of a 40 foot platted yet unopen road, for a corner of the herein described tract, from **WHENCE** a 5/8" iron rod found for the northwest corner of said Share 5, **BEARS** North 01°39'42" West, a distance of 180.80 feet.

**THENCE** South 01°39'42" East, with the west line of the said Share 5, a distance of 40.69 feet to a calculated point in the west line of the said Share 5 and being in the south right-of-way line of a 40 foot platted yet unopen road, and for the easternmost corner of the tract herein described;

**THENCE** North 81°05'32" West, with the south right-of-way line of said 40 foot road, a distance 1159.89 feet to a calculated point at the intersection of the south right-of-way line and the east right-of-way line of two 40 foot platted yet unopened roads, and for an inside corner of the herein described tract;

**THENCE** South 08°58'43" West, with the east right-of-way line of said 40 platted road, a distance of 2023.90 feet to a calculated point at the intersection of the north right-of-way line of a platted yet unopened road and said east right-of-way line, for a corner of the herein described tract;

**THENCE** North 81°04'06" West, with the north line of said 40 platted road, a distance of 40.00 feet to a calculated point at the intersection of the said north right-of-way line and the west right-of-way line of a 40 foot platted yet unopened road, for a corner of the herein described tract;

**THENCE** North 08°58'43" East, with the said west right-of-way line, a distance of 2023.88 feet to a calculated point at the intersection of the south right-of-way line and said west right-of-way line of two 40 foot platted yet unopen roads, for an inside corner of the herein described tract;

**THENCE** North 81°05'32" West, with the said south right-of-way line, a distance of 5448.18 feet to a calculated point at the intersection of said south right-of-way line and the east right-of-way line of a platted yet unopened road, for the westernmost southwest corner of the herein described tract;

**THENCE** North 08°47'19" East, with the said east right-of-way line, a distance of 40.00 feet to a calculated point at the intersection of the north right-of-way line of a 40 foot platted road and said east right-of-way line, for a corner of the herein described tract;

**THENCE** South  $81^{\circ}05'32''$  East, with the north right-of-way line of a 40 foot platted road, a distance of 3123.29 feet to a calculated point at the intersection of the west right-of-way line of a 40 foot platted yet unopen road and said north right-of-way line, for the an inside corner of the herein described tract;

**THENCE** North  $08^{\circ}34'31''$  East, with the west right-of-way line of a 40 foot platted road, a distance of 2040.19 feet to a calculated point at the intersection of the south right-of-way line of a platted yet unopened road and said west right-of-way line, for a corner of the herein described tract;

**THENCE** South  $81^{\circ}25'29''$  East, with said south right-of-way line, a distance of 40.00 feet to a calculated point at the intersection of said south right-of-way line and the east right-of-way line of a 40 foot platted yet unopen road, for a corner of the herein described tract;

**THENCE** South  $08^{\circ}34'31''$  West, with the said east right-of-way line, a distance of 2040.42 feet to a calculated point at the intersection of the north right-of-way line of a 40 foot platted yet unopen road and said east right-of-way line, for a corner of the herein described tract;

**THENCE** South  $81^{\circ}05'32''$  East, with the said north right-of-way line, a distance of 2285.01 feet to a calculated point at the intersection of the west right-of-way line of a 40 foot platted yet unopened road and said north right-of-way line, for a corner of the herein described tract;

**THENCE** North  $08^{\circ}58'43''$  East, with said west right-of-way line, a distance of 2050.59 feet to a calculated point in the south right-of-way of a platted yet unopened road, for a corner of the herein described tract;

**THENCE** South  $81^{\circ}16'58''$  East, with said south right-of-way line, a distance of 40.00 feet to a calculated point at the intersection of the east right-of-way line of a 40 foot platted yet unopen road and said south right-of-way line, for a corner of the herein described tract;

**THENCE** South  $08^{\circ}58'43''$  West, with said east right-of-way line, a distance of 2050.73 feet to a calculated point at the intersection of the north right-of-way line and said east right-of-way of two 40 foot platted yet unopened roads, and for an inside corner of the tract herein described;

**THENCE** South  $81^{\circ}05'32''$  East, with said north right-of-way line, a distance of 1152.37 feet to the **POINT OF BEGINNING** and containing 11.72 acres of land.

**NOTE:**

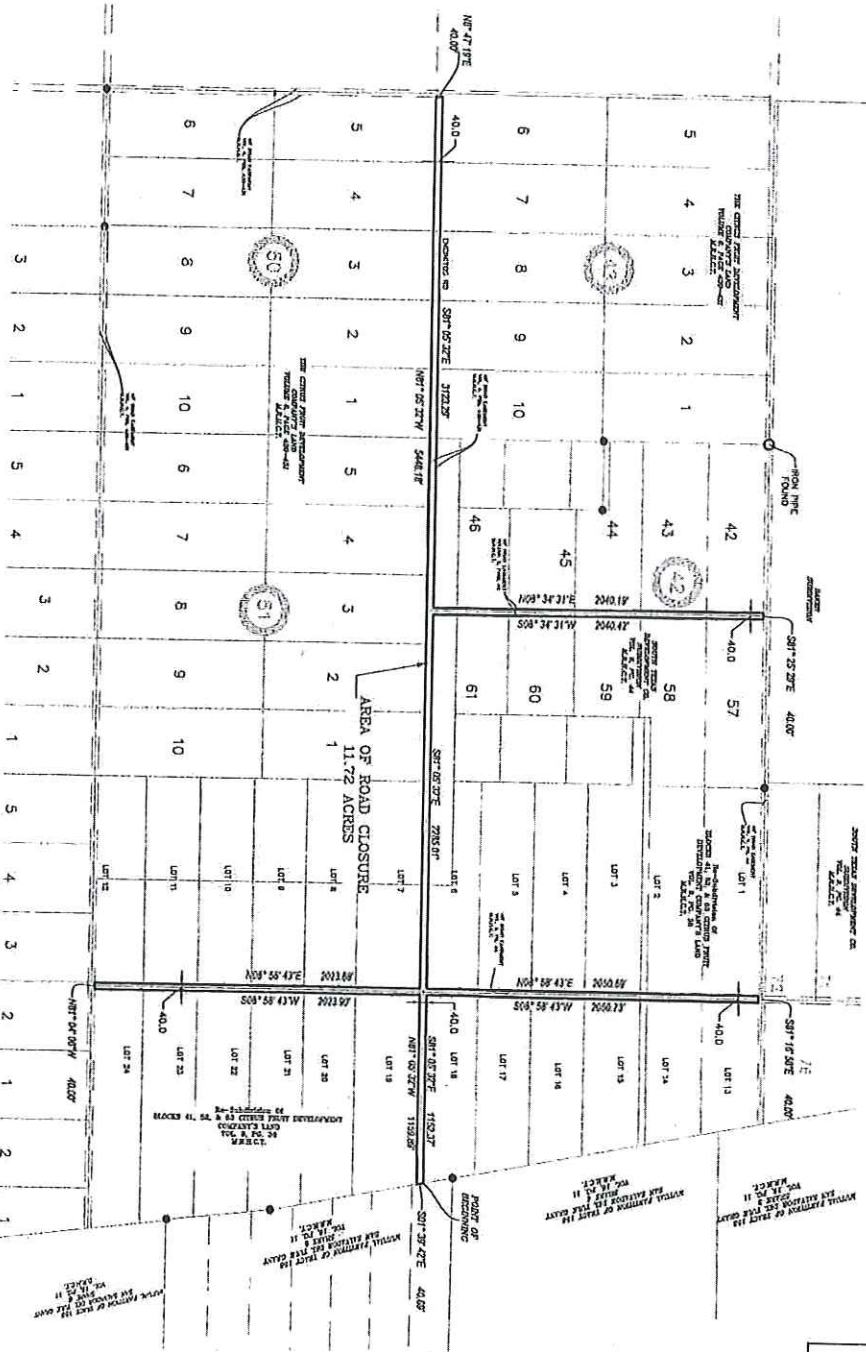
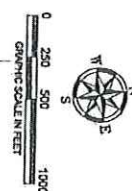
ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983).

AN EXHIBIT OF EQUAL DATE ACCOMPANIES THIS DESCRIPTION.

Stacey King Mora  
Stacey King Mora, RPLS  
Registered Professional Land Surveyor  
Texas Registration No. 6166  
Naismith Engineering, Inc.  
TBPLS FIRM # 100395-00 TBPE FIRM # 355  
Date: March 11, 2016





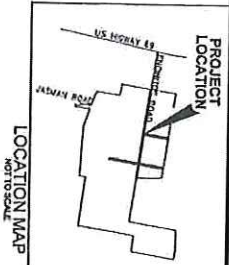


I, Stacy King Moore, Registered Professional Land Surveyor, hereby certify that this survey map was prepared from an actual on the ground survey made under my direct supervision and represents the facts found at the time of survey, and that this survey substantially complies with the current standards adopted by the Texas Board of Professional Land Surveying.

Stacy King Moore  
 Registered Professional Land Surveyor  
 Texas Registration No. 01895  
 Naismith Engineering, Inc.  
 Date: March 14, 2014



- = IRON PIPE FOUND
- = 5/8" IRON ROD FOUND
- + = COTTON SPINDLE FOUND



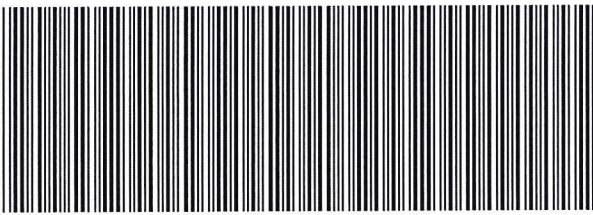
- GENERAL NOTES:
- 1) COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD83)
  - 2) SOME OBJECTS MAY BE DRAWN OUT OF SCALE FOR CLARITY
  - 3) A LOTS AND BOUNDS DESCRIPTION OF LOCAL DATE ACCORDANCES THIS COUNTY

EXHIBIT "B"  
 PLATTED ROAD CLOSURE  
 11.72 ACRES  
 HIDALGO COUNTY, TEXAS

PROJECT	XX
DATE	3/14/2014
DRAWN BY	STACY KING MOORE
CHECKED BY	STACY KING MOORE
DATE	3/14/2014
SCALE	AS SHOWN

**Naismith Engineering, Inc.**  
 ENGINEERING • ENVIRONMENTAL • SURVEYING  
 1501 GORDON RD., CORPUS CHRISTI, TEXAS 78411 PH: 361-814-4400  
 TOLL FREE 800-355-5555 TOLL FREE 800-355-5555

**ORDINANCE NO. 2016-3946**  
**ABANDONMENT OF ROAD EASEMENT**  
**(INCLUDES 209.24 ACRES, TRACT 1 AND 371.89 ACRES, TRACT 2)**



\*VG-120-2016-2710992\*

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2710992

Billable Pages: 9

Recorded On: May 10, 2016 08:48 AM

Number of Pages: 10

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: 68.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2710992  
Receipt No: 20160510000057  
Recorded On: May 10, 2016 08:48 AM  
Deputy Clerk: Imelda Leal  
Station: CH-1-CC-K12

**Record and Return To:**

CITY OF EDINBURG  
PO BOX 1079  
ORIGINAL RETURN TO CUSTOMER  
EDINBURG TX 78540



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

**ORDINANCE NO. 2016-3946**

**AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF AN ORDINANCE PROVIDING FOR THE VOLUNTARY ANNEXATION OF A 209.24 ACRE TRACT OF LAND, BEING ALL OF LOTS 1-10, BLOCK 43, CITRUS FRUIT DEVELOPMENT COMPANY'S LAND, AS DESCRIBED IN THE DEED RECORDS AS DOCUMENT #2225641 AND DOCUMENT #2389064, OF DEED RECORDS OF HIDALGO COUNTY, TEXAS AND BEING ALL OF A 109.30 ACRE TRACT AS RECORDED IN DOCUMENT #256318 OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS, AND A 371.89 ACRE TRACT OF LAND, BEING ALL OF SHARE 5 OF THE MUTUAL PARTITION OF TRACT 158, SAN SALVADOR DEL TULE GRANT, AS RECORDED IN DOCUMENT #2552869, DEED RECORDS OF HIDALGO COUNTY, TEXAS, ALL OF A 92.265 ACRE TRACT AS RECORDED IN THE DOCUMENT #2456392 AND A PORTION OF A 157 ACRE TRACT AS RECORDED IN DOCUMENT #2478590, ALL OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED EAST OF U.S. EXPRESSWAY 281, NORTH OF FM 2812, AND JASMAN ROAD, (EXHIBITS "A" AND "B"), AS PETITIONED BY THE CITY OF EDINBURG, SAID PROPERTY LYING ADJACENT TO AND ADJOINING THE PRESENT BOUNDARY LIMITS OF THE CITY OF EDINBURG, TEXAS; AND PROVIDING FOR THE EXTENSION OF THE CITY'S BOUNDARIES AND EXTRA-TERRITORIAL JURISDICTION, THEREBY; PROVIDING WAIVER OF THREE SEPARATE READINGS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

**WHEREAS**, on November 17, 2015, the City Council accepted a petition from the property owner for voluntary annexation of the above described property and adjoining roadways of said property more particularly described herein in Exhibit "A" proposed to be annexed by the City of Edinburg; and,

**WHEREAS**, upon introduction of such an ordinance by the City Council, it shall be published in a newspaper and shall not thereafter be finally acted upon until at least thirty (30) days have elapsed after the publication thereof.

**WHEREAS**, the City of Edinburg seeks to annex the above described property, more particularly described herein in Exhibits "A" and "B"; and,



**WHEREAS**, the property hereinafter described adjoins, lies adjacent to, or is within the extraterritorial jurisdiction of the City of Edinburg; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:**

**SECTION I: AUTHORITY OF LAW:** All requirements of the law have been met in the passing of this Ordinance.

**SECTION II:** The land described in Exhibits "A" and "B", attached hereto and made a part hereof for all purposes, being territory adjacent to and adjoining the City of Edinburg, Texas, is hereby added and annexed to the City of Edinburg, Texas, and said property therein described shall be included within the boundary limits of such city, and the present boundary limits of such city, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said areas within the corporate limits.

**SECTION III:** The herein described property and the area to be annexed shall be a part of the City of Edinburg, Texas, and the property so added hereby shall bear its pro rata share of the taxes levied by the City of Edinburg, Texas. The inhabitants hereof shall be entitled to all of the rights and privileges of citizens of the City of Edinburg, Texas, in areas having similar characteristics of topography, land utilization and population density, and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Edinburg, Texas.

**SECTION IV:** Upon annexation the herein described property shall be temporarily zoned Agricultural (AG) District, until permanently zoned by the City Council of the City of Edinburg.

**SECTION V:** The extraterritorial jurisdiction of the City of Edinburg shall expand in conformity with this annexation and shall comprise an area around the new corporate limits of the City, consistent with state law.

**SECTION VI:** Upon annexation of the herein described property, the acreage within the City limits of Edinburg will be increased by 581.13 acres, located east of U. S. Expressway 281, north of FM 2812 and Jasman Road, which does not exceed the statutory limitations as set out in Section 43.055, Tex. Local Gov't C. (Vernon 1988 and Vernon Supp. 1994).

**SECTION VII:** The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of the members of the City Council present.

**SECTION VIII:** Upon final passage, this Ordinance shall be published in the official newspaper of the City of Edinburg, Texas, as provided by law, and shall be and remain in full force and upon passage.

**SECTION IX:** If any part, phrase or sentence of this Ordinance is held void or unconstitutional by a court of competent jurisdiction, or if any tract of land or portion of any tract of land hereby annexed shall be held to be ineligible for annexation or wrongfully annexed, the remaining portions



of this Ordinance and the remaining tracts so annexed shall be considered severable and shall remain in full force and effect.

**SECTION X:** In accomplishing the annexation of the property herein described the City of Edinburg has strictly followed the provisions of the Charter of the City of Edinburg, and the state statutes as they apply to annexations and any possible deviation from these provisions was unintentional and not material to the accomplishment of this annexation.

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 19<sup>th</sup> Day of January, 2016.

**CITY OF EDINBURG**

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

Richard H. Garcia, Mayor

**ATTEST:**

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

Myra L. Ayala Garza, City Secretary

**APPROVED AS TO FORM:**

PALACIOS, GARZA, & THOMPSON, P.C.

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

City Attorney

Attachment: Exhibits "A" and "B"



LINE	LENGTH	BEARING
L1	737.65	S88°37'29"E
L2	277.06	S07°22'31"W
L3	314.40	S88°37'29"E
L4	277.06	N07°22'31"E
L5	472.16	S88°37'29"E
L6	128.09	S84°50'39"E
L7	493.61	S81°59'10"E

#### LEGEND

- = IRON ROD FOUND
- = IRON PIPE FOUND
- ⊕ = COTTON SPINDLE FOUND
- = CALCULATED POINT
- = DEED RECORDS
- M.R. = MAP RECORDS
- H.C.T. = HIDALGO COUNTY, TEXAS
- P.G. = PAGE
- VOL. = VOLUME

STATE OF TEXAS  
COUNTY OF NUECES

I, Stacey King Mora, Registered Professional Land Surveyor, hereby certify that this survey substantially complies with the current standards adopted by the Texas Board of Professional Land Surveying.

Stacey King Mora  
Stacey King Mora  
Registered Professional Land Surveyor  
Texas Registration No. 6166

Naismith Engineering, Inc.

Date: March 17, 2015



NETS & BOUNDS DESCRIPTION TO  
ACCOMPANY THIS EXHIBIT.

ENGINEER'S NAME	STACEY KING MORA
PHONE	361-814-3900
FAX	361-814-4401
ENGINEER'S SIGNATURE	SMORA@NAISMITH-ENGINEERING.COM
DRAWN BY	SM
CHECKED BY	SM
APPROVED BY	SM
SURVEY DATE	3-17-2015

**NAI NaismithEngineering, Inc.**  
ARCHITECTURE ■ ENGINEERING ■ ENVIRONMENTAL ■ SURVEYING  
4501 GOLLIHAR ROAD 600 W 8TH SUITE 300 789 E WASHINGTON 405 W POWER AVE  
CORPUS CHRISTI, TX 78411 AUSTIN, TX 78701 BROWNSVILLE, TX 78523 VICTORIA, TX 77901  
PH: (361) 814-9900 PH: (512) 708-9322 PH: (800) 677-2831  
TEBE F-1553 ■ TBE F-355 ■ TBE F-5017 ■ TBE F-100395-00 ■ NAI SMITH-ENGINEERING.COM

## EXHIBIT OF

# TRACT 1 & TRACT 2

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

**LEGAL DESCRIPTION**  
**209.24 ACRES, TRACT 1**  
**HIDALGO COUNTY, TEXAS**

A 209.24 acre tract of land being all of Lots 1-10, Block 43 of The Citrus Fruit Development Company's Land as described in the deed recorded as Document #2225641 and Document # 2389064, of the Deed Records of Hidalgo County, Texas, and being all of a 109.30 acre tract as recorded in Document # 2565318 of the Deed Records of Hidalgo County, Texas, and being more particularly described as follows:

**BEGINNING** at a found 5/8 inch iron rod with a red plastic cap stamped "NAISMITH ENG CC, TX." for the northwest corner of Lot 5, said Block 43 and for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE** South 81°13'21" East, with the North line of said Block 43, a distance of 2103.50 feet to a three-quarter (3/4) inch iron pipe found at the northeast corner Lot 1 said Block 43, same being the Northwest corner of said 109.30 acre tract;

**THENCE** South 81°25'29" East, with the North line of said 109.30 acre tract, a distance of 2102.31 feet to a one-half (1/2) inch iron rod found for a corner of said 109.30 acre tract and a corner of the herein described tract;

**THENCE** South 81°16'58" East, continuing with the north line of said 109.30 acre tract, a distance 2056.54 feet to a calculated point at the northeast corner of said 109.30 acre tract, same being the Northeast corner of the herein described tract whence a one-half (1/2) inch diameter iron rod found with a yellow plastic cap stamped "PENA 5242" bears South 38°19'31" West a distance of 2.61 feet;

**THENCE** South 02°00'45" East, with the east line of said 109.30 acre tract, a distance of 764.09 feet to a calculated point at for the most easterly southeast corner of said 109.30 acre tract and for a corner of the herein described tract whence a one-half (1/2) inch diameter iron rod found with a yellow plastic cap stamped "RGEC" bears South 36°52'53" West a distance of 0.86 feet and a second one-half (1/2) inch diameter iron rod found with a yellow plastic cap stamped "PENA 5242" bears South 45°48'17" West a distance of 2.83 feet;

**THENCE** North 81°15'45" West, with the northerly south line of said 109.30 acre tract, a distance of 2618.61 feet to a calculated point for an inside corner of said 109.30 acre tract and a corner of the herein described tract whence a disturbed one-half (1/2) inch diameter iron rod found bears North 03°43'08" West a distance of 1.66 feet;

**THENCE** South 08°44'15" West, with a boundary line of said 109.30 acre tract, a distance of 1170.00 feet to a calculated point for a corner of said 109.30 acre tract and a corner of the herein described tract;

**THENCE** North 81°07'45" West, with the south line of said 109.30 acre tract, a distance of 1263.27 feet to a five-eighths (5/8) inch iron rod found for a corner of said 109.30 acre tract and a corner of the herein described tract;



**THENCE** North 08°47'20" East, with a westerly boundary line of said 109.30 acre tract, a distance of 885.16 feet to a one-half (1/2) inch iron rod found with orange plastic cap stamped "RGEC" for an inside corner of said 109.30 acre tract and a corner of the herein described tract;

**THENCE** North 81°09'03" West, with a boundary line of said 109.30 acre tract, a distance of 421.00 feet to a five-eighths (5/8) inch iron rod found for a corner of said 109.30 acre tract and a corner of the herein described tract;

**THENCE** South 08°46'39" West, with the east line of said Block 43, a distance of 1044.34 feet to a calculated point for a corner of the herein described tract;

**THENCE** North 81°13'21" West, with the south line of said Block 43, a distance of 2103.90 feet to a cotton spindle found for a corner of the herein described tract;

**THENCE** North 08°47'19" East, with the west line of said Block 43, a distance of 2069.42 feet to the **POINT OF BEGINNING** and containing 209.24 acres of land.

**NOTE:**

ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983).

Stacey King Mora  
Stacey King Mora, RPLS  
Registered Professional Land Surveyor  
Texas Registration No. 6166  
Naismith Engineering, Inc.  
TBPLS FIRM # 100395-00 TBPE FIRM # 355

Date: March 10, 2015



**LEGAL DESCRIPTION**  
**371.89 ACRES, TRACT 2**  
**HIDALGO COUNTY, TEXAS**

A 371.89 acre tract of land being all of Share 5 of the Mutual Partition of Tract 158, San Salvador Del Tule Grant, as recorded in Document # 2552869, Deed Records of Hidalgo County, Texas, all of a 92.265 acre tract as recorded in the Document #2456392 and a portion of a 157 acre tract as recorded in Document # 2478590, all of the Deed Records of Hidalgo County, Texas, and being more particularly described as follows:

**BEGINNING** at a found one-half (1/2) inch iron rod for the northwest corner of said Share 5, and for the most westerly northwest corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE** South 80°38'41" East, with the North line of said Share 5, a distance of 3227.92 feet to a found a one-half (1/2) inch iron rod at the northeast corner said Share 5, same being on the west line of said 92.265 acre tract, said iron rod being an interior corner of the herein described tract;

**THENCE** North 09°18'33" East, with the west line of said 92.265 acre tract and the west line of said 157 acre tract, a distance of 3601.03 feet to a one-half (1/2) inch iron rod found for the northwest corner of said 157 acre tract and a corner of the herein described tract;

**THENCE** South 88°37'29" East, continuing with the north line of said 157 acre tract, a distance 737.65 feet to a calculated point for a corner of the herein described tract;

**THENCE** South 01°22'31" West, a distance of 277.06 feet to a calculated point for a corner of the herein described tract;

**THENCE** South 88°37'29" East, a distance of 314.40 feet to a calculated point for a corner of the herein described tract;

**THENCE** North 01°22'31" East, a distance of 277.06 feet to a calculated point on the north line of said 157 acre tract for a corner of the herein described tract;

**THENCE** South 88°37'29" East, with the north line of said 157 acre tract, a distance of 472.16 feet to a five-eighths (5/8) inch iron rod found for a corner of said 157 acre tract and a corner of the herein described tract;

**THENCE** South 84°50'39" East, with the north line of said 157 acre tract, a distance of 128.09 feet to a calculated point for a corner of said 157 acre tract and a corner of the herein described tract;

**THENCE** South 81°59'10" East, with the north line of said 157 acre tract, a distance of 493.61 feet to a one-half (1/2) inch iron rod found for a corner of said 157 acre tract and a corner of the herein described tract;



**THENCE** South 09°18'34" West, with the east line of said 157 acre tract, a distance of 3298.12 feet to a one-half (1/2) inch iron rod found for a corner of said 157 acre tract and a corner of the herein described tract;

**THENCE** North 80°50'15" West, with the south line of said 157 acre tract, a distance of 1170.84 feet to a one-half (1/2) inch iron rod found for the northeast corner of said 92.265 acre tract and a corner of the herein described tract;

**THENCE** South 09°18'35" West, with the east line of said 92.265 acre tract, a distance of 4175.17 feet to a one-half (1/2) inch iron rod found for the southeast corner of said 92.265 acre tract and a corner of the herein described tract;

**THENCE** North 82°08'56" West, with the south line of said 92.265 acre tract, a distance of 960.20 feet to a one-half (1/2) inch iron pipe found for the southwest corner of said 92.265 acre tract and a corner of the herein described tract;

**THENCE** North 09°18'25" East, with the west line of said 92.265 acre tract, a distance of 1897.63 feet to a one-half (1/2) inch iron rod found for the southeast corner of said Share 5 and a corner of the herein described tract;

**THENCE** North 80°38'16" West, with the south line of said Share 5, a distance of 2933.74 feet to a one-half (1/2) inch iron rod found for the southwest corner of said Share 5 and a corner of the herein described tract;

**THENCE** North 02°40'10" East, with the west line of said Share 5, a distance of 640.07 feet to a one-half (1/2) inch iron rod found for an interior corner of said Share 5 and a corner of the herein described tract;

**THENCE** North 01°39'42" West, with the west line of said Share 5, a distance of 1156.90 feet to the **POINT OF BEGINNING** and containing 371.89 acres of land.

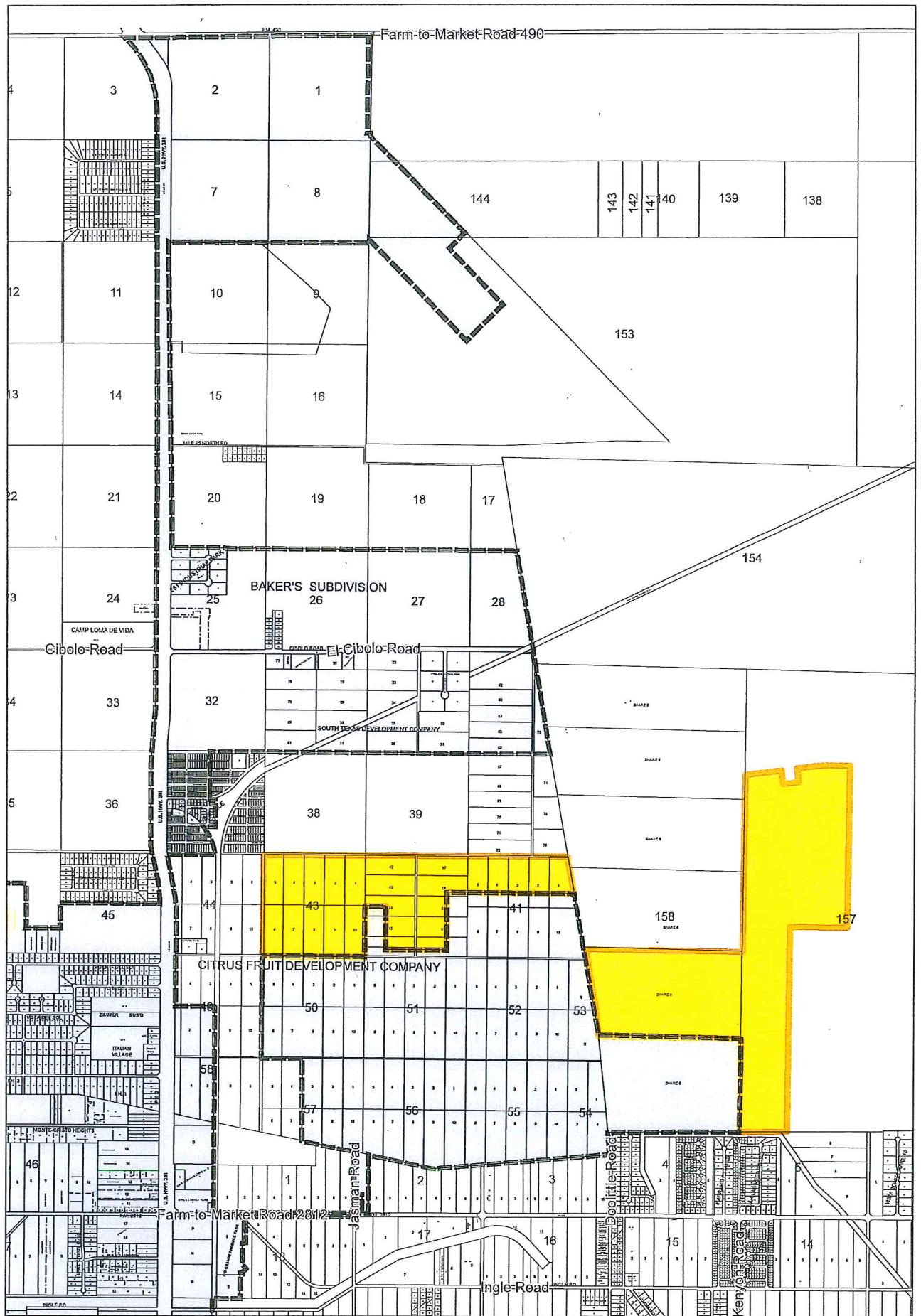
**NOTE:**

ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983).

Stacey King Mora  
Stacey King Mora, RPLS  
Registered Professional Land Surveyor  
Texas Registration No. 6166  
Naismith Engineering, Inc.  
TBPLS FIRM # 100395-00 TBPE FIRM # 355

Date: March 10, 2015





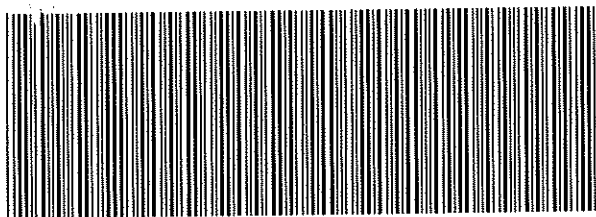
# 2016 LANDFILL ANNEXATION

\*City Council Approval 01/19/2016  
Ordinance 2016-3946

**Legend**  
 Landfill Tracts



**EASEMENT AGREEMENT TEXAS GAS SERVICES**



\*VG-120-2016-2693844\*

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2693844

Billable Pages: 21

Recorded On: March 11, 2016 03:53 PM

Number of Pages: 22

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: 116.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2693844

Receipt No: 20160311001894

Recorded On: March 11, 2016 03:53 PM

Deputy Clerk: Mary Lou Cantu

Station: CH-1-CC-K13

**Record and Return To:**

CITY OF EDINBURG

P.O. BOX 1079

EDINBURG TX 78540



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

## EASEMENT AGREEMENT

Grantor:	<u>City of Edinburg</u>		
	name		
	<u>P.O. Box 1079</u>		
	mailing address		
	<u>Edinburg</u>	<u>Texas</u>	<u>78540</u>
	city	state	zip

**Grantee:** Texas Gas Service, a division of ONE Gas, Inc.  
5613 Avenue F  
Austin, Texas 78751

Effective Date: January 11, 2016

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

1. **Grant of Easement.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants to Grantee a 20 foot dedicated easement with an adjoining 20 foot of non-dedicated right-of-way on, across, over, through, and under the real property described in Exhibit A, attached and incorporated fully by reference (the "Property"). Grantor further grants to Grantee the rights of ingress and egress, including the right to use existing roads and as much of the surface of the Property as reasonably necessary to accomplish the acts described below.

**2. Purpose of Easement.** This right-of-way and easement shall be used for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing pipeline(s) and/or service line(s), and related appurtenances and equipment (together the "Facilities") for the distribution of natural gas.

**3. Duration of Easement.** This easement shall be perpetual, subject only to the termination provision contained in Paragraph 9.

**4. Warranty of Title.** Grantor represents and warrants that it is the owner in fee simple of the Property. Grantor and Grantor's successors and assigns are and shall be bound to warrant and forever defend the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property.



**5. Exclusiveness of Easement.** Grantor represents and warrants that it has not and will not in the future convey any other easement or conflicting rights in the area covered by this grant. Grantor covenants not to construct any building or other permanent structure, nor to alter the surface grade of the Property within the boundaries of the easement or so close thereto as to prevent proper maintenance, repair, or removal of the Facilities. Grantor may install and maintain any exclusionary fence(s) on the Property's north boundary it deems necessary, as long as the installation and maintenance of such fence(s) do not interfere with the maintenance, repair, or removal of the Facilities. Grantee agrees in the future to relocate all or part of the Facilities to accommodate construction or surface regrading by Grantor, then Grantor shall reimburse Grantee for all costs associated with such relocation.

**6. Temporary Easement.** Grantee shall have the right to use as much of the surface of the adjacent land as may be reasonably necessary to construct, install, and maintain the Facilities on the Property, but will not materially interfere with or disrupt any facilities, related appurtenances and equipment that the Grantor has in place for purpose of its ongoing operations.

**7.** In exchange for the Easement Agreement, Grantee, in possession of an Easement acquired from Valero Transmission, L.P., hereby releases the easement located on Grantor's property that is set out in a Right of Way Agreement filed of record in the Official Records of the Hidalgo County Clerk under Document #423955, attached hereto as Exhibit "B" and made a part hereof for all purposes, hereinafter referred to as "Abandoned Easement" and gives up any title and interest that it may have to the pipeline located thereon. Upon abandonment the Grantee will discontinue service to the 2 inch gas pipeline located on the Abandoned Easement on or before January 1<sup>st</sup>, 2016 and cap both ends of the terminated line. The Grantee further agrees that Grantor shall have the right to remove the pipeline currently located therein and dispose of it as it sees fit, and Grantor agrees that it will bear all costs related to such removal.

**8. Encroachments.** Grantee shall have the right to cut and trim trees or shrubbery that may encroach upon the easement area. Grantee shall dispose of all cuttings and trimmings either by piling and burning in the easement area (subject to fire or air pollution laws and regulations) or by loading and hauling away from the Property.

**9. Existing Environmental Conditions.** Grantor represents and warrants that as of the effective date of this Agreement, (i) the Property complies in all material respects with any applicable federal or state environmental laws and regulations; (ii) Grantor has not (and has no knowledge of any other person or entity which has) caused any production, use, release, threatened release, or disposal of any hazardous materials at the Property in any material quantity; and (iii) Grantor has no notice or knowledge of any actual, pending, or threatened environmental claims against the Property.

**10. Termination.** The easement shall continue in full force and effect unless and until the following events occur: (i) the purpose of the easement, as described in a Paragraph 2, ceases to exist; (ii) the easement is abandoned by Grantee; or (iii) the Agreement becomes impossible of performance.

**11. Entire Agreement.** This Agreement contains the entire agreement between the parties relating to its subject matter. Any amendment or modification must be in writing and executed by both parties.

**12. Dispute Expenses and Attorneys' Fees.** If any controversy, claim, or dispute arises relating to this Agreement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

**13. Assignability and Binding Effect.** This easement shall be assignable. This Agreement shall bind and inure to the benefit of the Grantee and its successors and assigns and to the benefit of Grantor and Grantor's successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Agreement to be effective on the date first written above.

GRANTOR: CITY OF EDINBURG

By: [Signature]  
Printed Name: Richard M. Hinojosa  
Title: City Manager

ACKNOWLEDGMENT (INDIVIDUAL)

STATE OF TEXAS

§  
§

COUNTY OF \_\_\_\_\_  
§

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_, Grantor herein.

(seal)

Signature: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: \_\_\_\_\_

ACKNOWLEDGMENT (CORPORATE)

STATE OF TEXAS

§  
§

COUNTY OF HIDALGO  
§

BEFORE ME, the undersigned authority, on this 11th day of January, 2015, personally appeared Richard M. Hinojosa, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same in the capacity City Manager of City of Edinburg for the purposes and consideration therein expressed.

(seal)



Signature: [Signature]  
Typed Name: Martha Jenkins  
Notary Public in and for the State of Texas  
My commission expires: 7/15/18

After recording, return to:

Attn: Debra Hurd; One Gas Inc.  
ONE GAS FIRST PLACE TOWER  
15 E 6th Street 19TH FLOOR  
Tulsa, OK 74103

IN WITNESS WHEREOF, Grantor has executed this Agreement to be effective on the date first written above.

GRANTEE: Texas Gas Service, a division of OneGas, Inc

By: \_\_\_\_\_  
Printed Name: Jim Jarrett  
Title: Vice President

ACKNOWLEDGMENT (CORPORATE)

STATE OF TEXAS                   §  
   §  
COUNTY OF Travis  
§

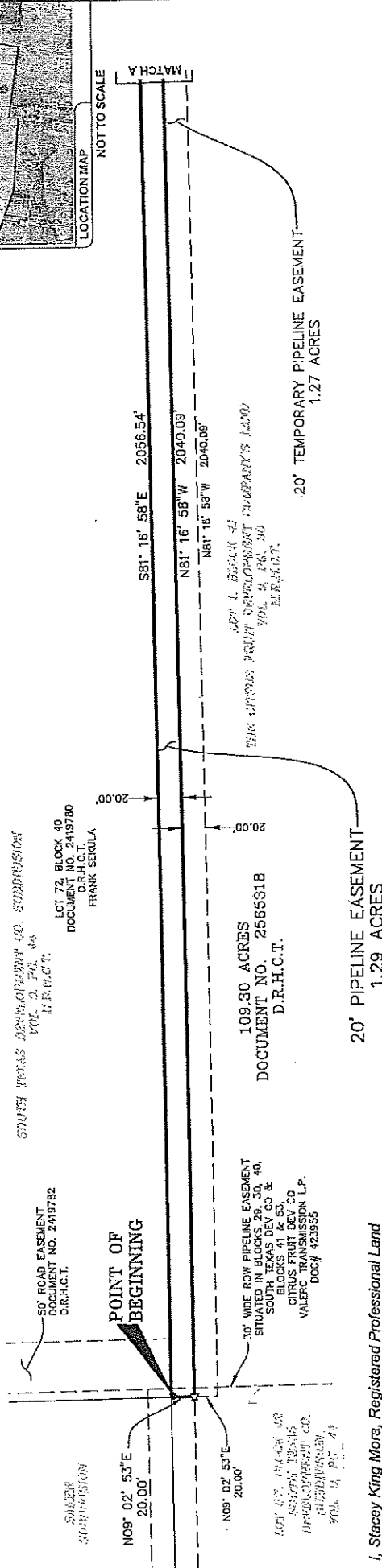
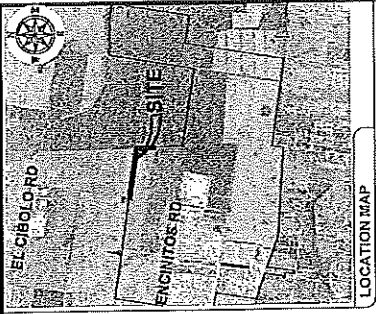
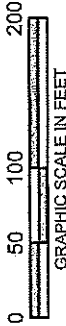
BEFORE ME, the undersigned authority, on this 14 day of Jan, 2016, personally appeared Jim Jarrett, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same in the capacity VP Operations of Texas Gas Service for the purposes and consideration therein expressed.



Signature: Natalie L. Woolverton  
Typed Name: Natalie L. Woolverton  
Notary Public in and for the State of Texas  
My commission expires: 1/24/17

**EXHIBIT A**  
**EASEMENT DESCRIPTION**





I, Stacey King Mora, Registered Professional Land Surveyor, hereby certify that this survey was prepared from an actual on the ground survey made under my direction and supervision, and represents the facts found at the time of survey, and that this survey substantially complies with the current standards adopted by the Texas Board of Professional Land Surveying.

### PRELIMINARY DRAFT

Stacey King Mora  
Registered Professional Land Surveyor  
Texas Registration No. 6166

Naismith Engineering, Inc.

Date: \_\_\_\_\_

### LEGEND:

- = IRON ROD FOUND
  - ⊙ = CALCULATED POINT
  - D.R.H.C.T. = DEED RECORDS OF HIDALGO COUNTY, TEXAS
  - M.R.H.C.T. = MAP RECORDS OF HIDALGO COUNTY, TEXAS
- GENERAL NOTES:
- ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983).
  - SOME OBJECTS MAY BE DRAWN OUT OF SCALE FOR CLARITY.

LETTER AND BOUNDS  
DESCRIPTION TO  
ACCOMPANY THIS PLAT.

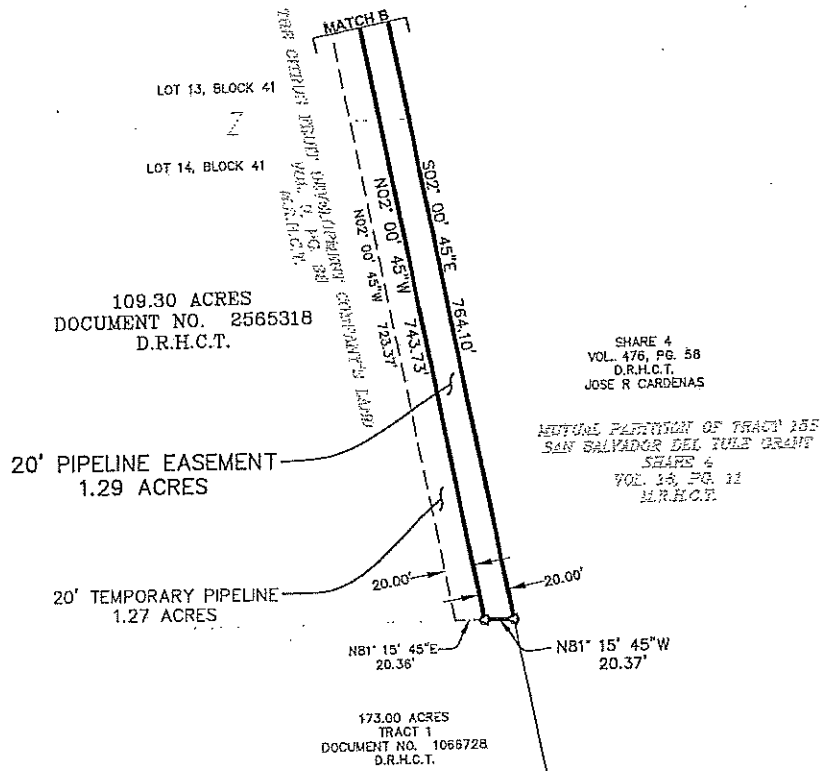
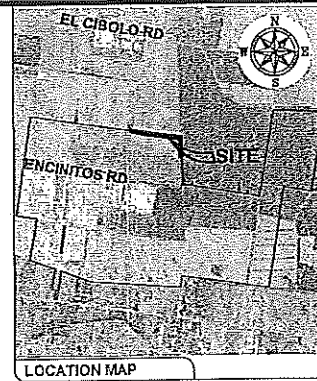
**Naismith Engineering, Inc.**  
ENGINEERING & ENVIRONMENTAL SURVEYING  
4501 GOLLICHER RD. CORPUS CHRISTI, TEXAS 78411  
TELEPHONE: 335-4000  
FAX: 335-4000  
P.O. BOX 514-5900

EXHIBIT "E"			
A 1.29 ACRE PIPELINE EASEMENT & A 1.27 ACRE TEMPORARY PIPELINE EASEMENT OUT OF A 109.30 ACRE TRACT, AS RECORDED IN DOCUMENT NO. 2565318 DEED RECORDS, HIDALGO COUNTY, TEXAS			
Drawn by: RMC	Checked by: SKM	Scale: 1"=100'	Sheet: 1 of 1
Project No.: 9523-17	Date: 10-16-15	Drawn by: SKM	Checked by: SKM





0 50 100 200  
GRAPHIC SCALE IN FEET



## PRELIMINARY DRAFT

### GENERAL NOTES:

- 2) ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983).
- 3) SOME OBJECTS MAY BE DRAWN OUT OF SCALE FOR CLARITY.

### LEGEND:

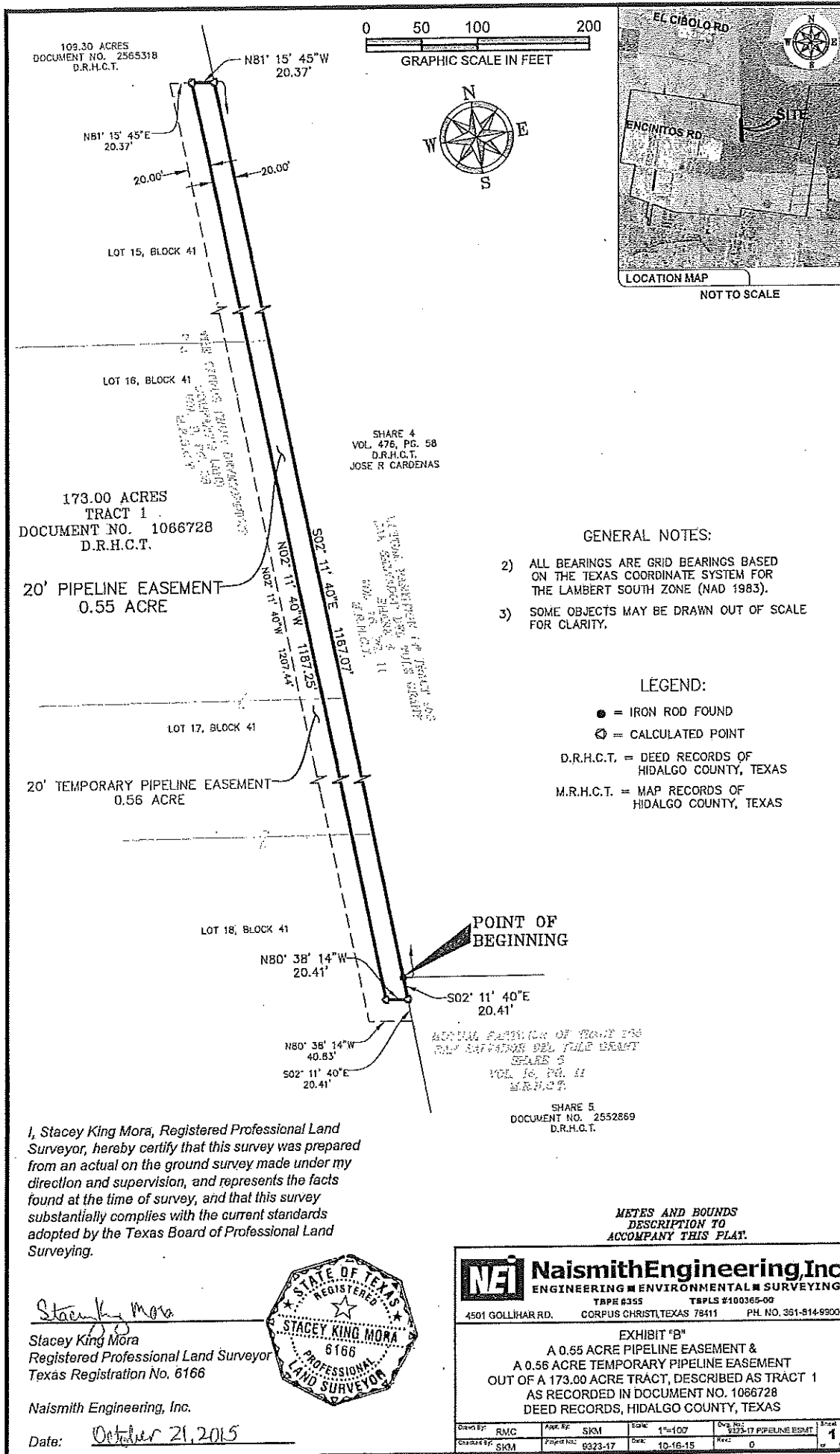
- = IRON ROD FOUND
- ⊙ = CALCULATED POINT
- D.R.H.C.T. = DEED RECORDS OF HIDALGO COUNTY, TEXAS
- M.R.H.C.T. = MAP RECORDS OF HIDALGO COUNTY, TEXAS

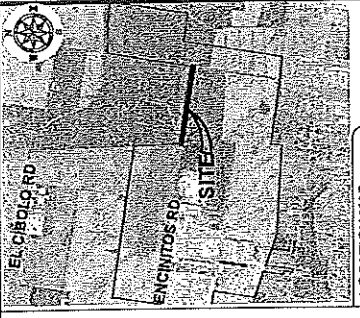
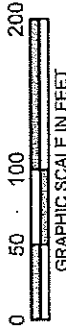
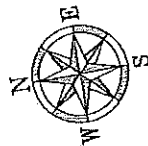
METES AND BOUNDS  
DESCRIPTION TO  
ACCOMPANY THIS PLAT.

**NEI** NaismithEngineering, Inc  
ENGINEERING ■ ENVIRONMENTAL ■ SURVEYING  
TYPE #355 TBPLS #100365-00  
4501 GOLLIHAR RD. CORPUS CHRISTI, TEXAS 78411 PH. NO. 361-814-9900

EXHIBIT "B"  
A 1.29 ACRE PIPELINE EASEMENT &  
A 1.27 ACRE TEMPORARY PIPELINE EASEMENT  
OUT OF A 109.30 ACRE TRACT,  
AS RECORDED IN DOCUMENT NO. 2565318  
DEED RECORDS, HIDALGO COUNTY, TEXAS

Drawn By: RMC	App. By: SKM	Scale: 1"=100'	Drawn By: 8323-17 PIPELINE ESUT	Sheet: 3
Checked By: SKM	File No: 8323-17	Date: 10-18-15	Revs: 0	of 1





SECTION 4  
VOL. 476, PG. 58  
D.R.H.C.T.  
JOSE R. CARDENAS

SECTION 5  
VOL. 476, PG. 58  
D.R.H.C.T.  
JOSE R. CARDENAS

SECTION 6  
VOL. 476, PG. 58  
D.R.H.C.T.  
JOSE R. CARDENAS

POINT OF BEGINNING

173.00 ACRES  
73.00 ACRES  
DOCUMENT NO. 1066728  
D.R.H.C.T.

S80° 38' 14"E 3227.92'

N80° 38' 14"W 3223.85'

N80° 38' 14"W 3219.78'

S09° 18' 33"W 20.00'

S09° 18' 33"W 20.00'

20' PIPELINE EASEMENT  
1.48 ACRES

20' TEMPORARY PIPELINE EASEMENT  
1.48 ACRES

I, Stacey King Mora, Registered Professional Land Surveyor, hereby certify that this survey was prepared from an actual on the ground survey made under my direction and supervision, and represents the facts found at the time of survey, and that this survey substantially complies with the current standards adopted by the Texas Board of Professional Land Surveying.



GENERAL NOTES:

ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983).  
SOME OBJECTS MAY BE DRAWN OUT OF SCALE FOR CLARITY.

LEGEND:

● = IRON ROD FOUND  
⊙ = CALCULATED POINT  
D.R.H.C.T. = DEED RECORDS OF HIDALGO COUNTY, TEXAS  
M.R.H.C.T. = MAP RECORDS OF HIDALGO COUNTY, TEXAS

NOTES AND BOUNDS  
DESCRIPTION TO  
ACCOMPANY THIS PLAT.

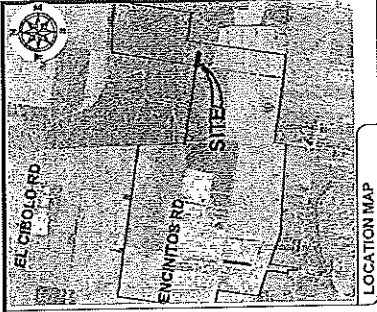
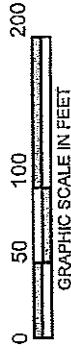
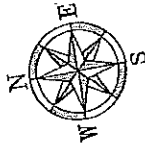
**Naismith Engineering, Inc.**  
ENGINEERING & ENVIRONMENTAL SURVEYING  
4501 GOLLHAR RD. CORPUS CHRISTI, TEXAS 78411  
TEL: 361-414-9500  
FAX: 361-414-9500

EXHIBIT "B"  
A 1.48 ACRE PIPELINE EASEMENT & A 1.48 ACRE TEMPORARY PIPELINE EASEMENT OUT OF TRACT 158, SAN SALVADOR DEL TULE GRANT, DESCRIBED AS SHARE 5, AS RECORDED IN DOCUMENT NO. 2552869 DEED RECORDS, HIDALGO COUNTY, TEXAS

Surveyor	RMCC	App. No.	SKM	Scale	1"=100'	Sheet	1
Checked by	SKM	Project No.	8323-17	Date	10-16-15	Rev.	0

Date: October 21, 2015





PORTION OF TRACT 150  
SAN SALVADOR DEL TULE GRANT  
VOL. 10, PGS. 58-60  
M.R.H.C.T.

SHARE 4  
VOL. 10, PGS. 58  
JOSE R. CARDENAS

POINT OF  
BEGINNING

N09° 18' 33"E  
20.00'

S80° 38' 14"E 500.00'  
N80° 38' 14"W 500.01'  
N80° 38' 14"W 500.03'

PORTION OF TRACT 150  
SAN SALVADOR DEL TULE GRANT  
VOL. 10, PGS. 58-60  
M.R.H.C.T.

92.285 ACRES  
TRACT 1  
DOCUMENT NO. 2456392  
D.R.H.C.T.

20' PIPELINE EASEMENT  
0.23 ACRE

20' TEMPORARY PIPELINE EASEMENT  
0.23 ACRE

5 ACRE DRILL SITE  
VOL. 10, PGS. 58-60  
M.R.H.C.T.  
DOC# 2456392  
D.P.R.H.C.T.

S09° 16' 00"W  
20.00'

I, Stacey King Mora, Registered Professional Land Surveyor, hereby certify that this survey was prepared from an actual on the ground survey made under my direction and supervision, and represents the facts found at the time of survey, and that this survey substantially complies with the current standards adopted by the Texas Board of Professional Land Surveying.



GENERAL NOTES:

ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983).  
SOME OBJECTS MAY BE DRAWN OUT OF SCALE FOR CLARITY.

LEGEND:

- = IRON ROD FOUND
- ⊙ = CALCULATED POINT
- D.R.H.C.T. = DEED RECORDS OF HIDALGO COUNTY, TEXAS
- M.R.H.C.T. = MAP RECORDS OF HIDALGO COUNTY, TEXAS

METES AND BOUNDS  
DESCRIPTION TO  
ACCOMPANY THIS PLAT.

**Naismith Engineering Inc**  
ENGINEERING & ENVIRONMENTAL SURVEYING  
TYPE #355  
4501 GOLLHAR RD. CORPUS CHRISTI, TEXAS 78411 PH. NO. 361-814-6800  
TEPLS #100365-00

EXHIBIT "B"  
A 0.23 ACRE PIPELINE EASEMENT & A 0.23 ACRE TEMPORARY PIPELINE EASEMENT OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, DESCRIBED AS TRACT 1, AS RECORDED IN DOCUMENT NO. 2456392, DEED RECORDS, HIDALGO COUNTY, TEXAS

Drawn By:	RMC	Appr. By:	SKM	Scale:	1"=40'	Sheet:	1
Checked By:	SKM	Typed By:		Date:	10-16-15	Drawn:	0

Date: October 21, 2015

**20' PIPELINE EASEMENT  
LEGAL DESCRIPTION  
1.29 ACRE TRACT**

**EXHIBIT "A"**

**BEING** a 1.29 acre tract out of a 109.30 acre tract, recorded in Document No. 2565318, Deed Records, Hidalgo County Texas, and being more particularly described as follows:

**BEGINNING** at a 5/8 inch iron rod found for the northeast corner of Lot 57, Block 42, South Texas Development Co. Subdivision, as recorded in Volume 9, Page 44, Map Records, Hidalgo County, Texas, same being the northwest corner of Lot 1, Block 41, The Citrus Fruit Development Company's Land, as recorded in Volume 9, Page 38, Map Records, Hidalgo County, Texas, same being the southwest corner of Lot 72, Block 40, South Texas Development Co. Subdivision, as recorded in Volume 9, Page 44, Map Records, Hidalgo County, Texas, and also being a point on the north line of said 109.30 acre tract;

**THENCE** South  $81^{\circ}16'58''$  East, with the north line of said 109.30 acre tract and the south line of said Lot 72, a distance of 2056.54 feet to a calculated point for the northeast corner of the herein described tract, same being the northeast corner of said 109.30 acre tract and the southeast corner of Lot 76, Block 40, South Texas Development Co. Subdivision, which is recorded in Volume 9, Page 44, Map Records, Hidalgo County, Texas, same also being a point on the west line of Share 3, Mutual Partition of Tract 158, San Salvador Del Tule Grant, as recorded in Volume 16, Page 11, Map Records, Hidalgo County, Texas;

**THENCE** South  $02^{\circ}00'45''$  East, a distance of 764.10 feet, with the east line of said 109.30 acre tract and the west line of said Share 3, also with the west line of Share 4, Mutual Partition of Tract 158, San Salvador Del Tule Grant, which is recorded in Volume 16, Page 11, Map Records, Hidalgo County, Texas, to a calculated point for the southeast corner of the herein described tract, same being the southeast corner of said 109.30 acre tract.;

**THENCE** North  $81^{\circ}15'45''$  West, a distance of 20.36 feet to a calculated point for the southwest corner of the herein described tract;

**THENCE** North  $02^{\circ}00'45''$  West, a distance of 743.73 feet to a calculated point for an interior corner of the herein described tract;

**THENCE** North  $81^{\circ}16'58''$  West, a distance of 2040.09 feet to a calculated point for the southwest corner of the herein described tract;

**THENCE** North  $09^{\circ}02'53''$  East, at a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 1.29 acres.

**NOTE: ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE NAD 1983 (CORS2011) EPOCH 2010.**

Stacey King Mora  
Stacey King Mora, RPLS  
Registered Professional Land Surveyor  
Texas Registration No. 6166  
Naismith Engineering, Inc.  
TBPE F#355 TBPLS F# 100395-00

Date: October 20, 2015



**20' PIPELINE EASEMENT  
LEGAL DESCRIPTION  
0.55 ACRE TRACT**

**EXHIBIT "A"**

**BEING** a 0.55 acre tract out of a 173.00 acre tract as recorded in Document No. 1066728, Deed Records, Hidalgo County Texas, and being more particularly described as follows:

**BEGINNING** at a found iron rod for the northwest corner of Share 5, Mutual Partition of Tract 158, San Salvador Del Tule Grant, which is recorded in Volume 16, Page 11, Map Records, Hidalgo County, Texas, same being on the east line of said 173.00 acre tract, for the POINT OF BEGINNING of the herein described tract;

**THENCE** South 02°11'40" East, with the east line of said 173.00 acre tract and the west line of said Share 5, a distance of 20.41 feet to a calculated point for the southeast corner of the herein described tract;

**THENCE** North 80°38'14" West, a distance of 20.41 feet to a calculated point for the southwest corner of the herein described tract;

**THENCE** North 02°11'40" West, a distance of 1187.25 feet to a calculated point on the north line of said 173.00 acre tract for the northwest corner of the herein described tract;

**THENCE** North 81°15'45" West, with said north line, a distance of 20.37 feet to a calculated point on the east line of said 173.00 acre tract, for the northeast corner of the herein described tract;

**THENCE** South 02°11'40" East, with said east line, a distance of 1167.07 feet to the POINT OF BEGINNING and containing 0.55 acre.

NOTE: ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE NAD 1983 (CORS2011) EPOCH 2010.

Stacey King Mora  
Stacey King Mora, RPLS  
Registered Professional Land Surveyor  
Texas Registration No. 6166  
Naismith Engineering, Inc.  
TBPE F#355 TBPLS F# 100395-00

Date: October 21, 2015



**20' PIPELINE EASEMENT  
LEGAL DESCRIPTION  
1.48 ACRE TRACT**

**EXHIBIT "A"**

**BEING** a 1.48 acre tract out of a Share 5, Mutual Partition of Tract 158, San Salvador del Tule Grant, recorded in Document No. 2552869, Deed Records, Hidalgo County Texas, and being more particularly described as follows:

**BEGINNING** at a found iron rod for the northwest corner of said Share 5, same being the southwest corner of Share 4, Mutual Partition of Tract 158, San Salvador del Tule Grant, as recorded in Volume 476, Page 58, Deed Records, Hidalgo County, Texas, said point being on the east line of a 173.00 acre tract, which is recorded in Document No. 1066728, Deed Records, Hidalgo County, Texas, for the **POINT OF BEGINNING** of the herein described tract;

**THENCE** South 80°38'14" East, with the common line of Share 4 and Share 5, a distance of 3227.92 feet to a found iron rod for the northeast corner of the herein described tract, same being the southeast corner of said Share 4, said point being on the west line of a 92.265 as recorded in said Document No. 2456392, Deed Records, Hidalgo County, Texas;

**THENCE** South 09°18'33" West, with the east line of said Share 5, a distance of 20.00 feet to a calculated point for the southeast corner of the herein described tract;

**THENCE** North 80°38'14" West, a distance of 3223.85 feet to a calculated point on the west line of said Share 5, same being on the east line of said 173.00 acre tract;

**THENCE** North 02°11'40" West, a distance of 20.41 feet to the **POINT OF BEGINNING** and containing 1.48 acres.

NOTE: ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE NAD 1983 (CORS2011) EPOCH 2010.

Stacey King Mora  
Stacey King Mora, RPLS  
Registered Professional Land Surveyor  
Texas Registration No. 6166  
Naismith Engineering, Inc.  
TBPE F#355 TBPLS F# 100395-00

Date: October 21, 2015



**20' PIPELINE EASEMENT  
LEGAL DESCRIPTION  
0.23 ACRE TRACT**

**EXHIBIT "A"**

**BEING** a 0.23 acre tract out of a 92.265 acre tract of land, out of Tract 157, San Salvador del Tule Grant, recorded in Document No. 2456392, Deed Records, Hidalgo County Texas, and being more particularly described as follows:

**BEGINNING** at a found iron rod for the southeast corner of Share 4, Mutual Partition of Tract 158, San Salvador del Tule Grant, as recorded in Volume 476, Page 58, Deed Records, Hidalgo County, Texas, said point being on the west line of said 92.265 acre tract for the POINT OF BEGINNING of the herein described tract;

**THENCE** South 80°38'14" East, crossing said 92.265 acre tract, a distance of 500.00 feet to a calculated point for the northeast corner of the herein described tract, said point being on the west line of a 5 acre drill site as recorded in said Document No. 2456392;

**THENCE** South 09°16'00" West, with the west line of said 5 acre drill site, a distance of 20.00 feet to a calculated point for the southeast corner of the herein described tract;

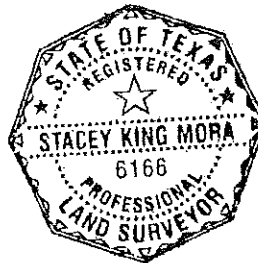
**THENCE** North 80°38'14" West, a distance of 500.01 feet to a calculated point on the west line of said 92.265 acre tract, same being a point on the east line of Share 5, Mutual Partition of Tract 158, San Salvador del Tule Grant, as recorded in Volume 16, Page 11, Map Records, Hidalgo County, Texas, for the southwest corner of the herein described tract;

**THENCE** North 09°18'33" East, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 0.23 acre.

NOTE: ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE NAD 1983 (CORS2011) EPOCH 2010.

Stacey King Mora  
Stacey King Mora, RPLS  
Registered Professional Land Surveyor  
Texas Registration No. 6166  
Naismith Engineering, Inc.  
TBPE F#355 TBPLS F# 100395-00

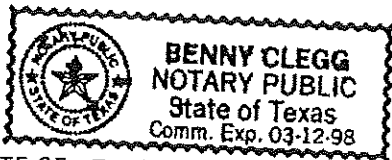
Date: October 21, 2015







GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of OCTOBER, 1994.



Benny Clegg  
Notary Public in and for \_\_\_\_\_ County  
State of Texas  
My Commission Expires 3-12-98

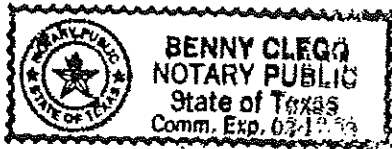
SINGLE ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared MELVIN SEKULA known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of OCTOBER, 1994.



Benny Clegg  
Notary Public in and for \_\_\_\_\_ County  
State of Texas  
My Commission Expires 3-12-98

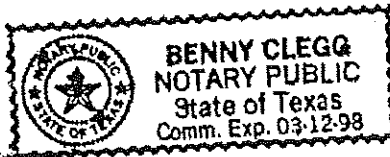
SINGLE ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Joseph Sekula known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3 day of OCTOBER, 1994.



Benny Clegg  
Notary Public in and for \_\_\_\_\_ County  
State of Texas  
My Commission Expires 3-12-98

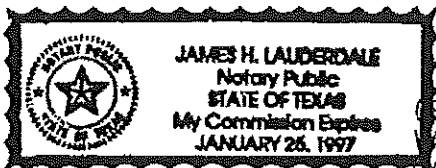
CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Hidalgo

BEFORE ME, the undersigned authority, on this day personally appeared Daniel Sekula Vice-President (title) of Sekula Farms, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of October, 1994.



James H. Lauderdale  
Notary Public in and for Hidalgo County  
State of Texas  
My Commission Expires 1-25-97

GRANTEE'S ADDRESS:  
VALERO TRANSMISSION COMPANY  
P.O. BOX 400  
SAN ANTONIO, TEXAS 78292  
PHONE: A/C 512-245-2900

ATTN: RIGHT OF WAY DEPARTMENT  
RECORDS SECTION

EXHIBIT "A"

Being out of the grantor's property in the "San Salvador Del Tule Grant", Juan Jose Balli Survey, Abstract 290, Blocks 29, 30, 40, 41 & 52, Citrus Fruit Development Company Lands Subdivision, Hidalgo County, Texas. The easement herein granted shall be 60 feet in width during the initial construction period.

BEGINNING at a point in the Southerly fence line of said property, said point being 11 feet, Easterly along said fence line from the Southwest corner of Lot 12, Block 52, of the Citrus Fruit Development Company Lands Subdivision.

THENCE: North 09° 03' 10" East a distance of 8244.96 feet to a point of angle to the left.

THENCE: North 81° 03' West a distance of 489.29 feet to a point of angle to the right.

THENCE: North 09° 01' 50" East a distance of 15 feet to a point in said property, also being the new South right of way lien of the proposed El Cibolo Road, said point being 5702.58 feet, Easterly along said line from an existing 1/2" rebar found on the new South right of way line at the turnout for U.S. Hwy. 281 right of way line, also being the Northwestern corner of said property, said point being the point of termination for this description.

Upon completion of construction this easement shall revert to 30 feet in width being 15 feet on each side of the pipeline as constructed. Also included in this grant is the right to install cathodic protection test leads and aerial markers as necessary.

TOTAL RODS: 530.26

FILED FOR RECORD  
DOC# 423955 #13  
12-07-1994 03:16:00  
WILLIAM (BILLY) LEO  
HIDALGO COUNTY

*Valero Transmission*



Hidalgo County Clerk  
Arturo Guajardo Jr.  
P.O. Box 58  
Edinburg, Texas 78540  
Main: (956) 318-2100 Fax: (956) 318-2105

**ORIGINAL COPY**

Receipt No: 20160311001894  
Date: 03/11/2016  
Time: 03:53PM  
Deputy Clerk: Mary Lou Cantu  
Station: CH-1-CC-K13

Issued To: CITY OF EDINBURG  
P.O. BOX 1079  
  
EDINBURG, TX 78540

**Recording Fees**

Item No.	Item	Document No.	Serial No.	Amount
1	Real Property Recordings	2693844		116.00

**Collected Amounts**

Item No.	Payment	Amount
1	Check 116.00 CITY OF EDINBURG	116.00

Total Received: 116.00  
Order Total: 116.00  
Change Due: 0.00

Thank you.



**VERNON E. FAULCONER, INC. EASEMENT AGREEMENT**

## EASEMENT AGREEMENT

**Grantor:** City of Edinburg  
name  
P.O. Box 1079  
mailing address  
Edinburg Texas 78540  
city state zip

**Grantee:** **Vernon E. Faulconer, Inc.**  
1001 E.S.E. Loop 323  
160 Woodgate Centre  
Tyler, Texas 75701

**Effective Date:** **October 18, 2016**

1. **Grant of Easement.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants to Grantee a 20 foot dedicated easement on, across, over, through, and under the real property described in Exhibit A, attached and incorporated fully by reference (the "Property"). Grantor further grants to Grantee the rights of ingress and egress, including the right to use existing roads and as much of the surface of the Property as reasonably necessary to accomplish the acts described below.
2. **Purpose of Easement.** This easement shall be used for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing pipeline(s) and/or service line(s), and related appurtenances and equipment (together the "Facilities") for the distribution of natural gas.
3. **Duration of Easement.** This easement shall be perpetual, subject only to the termination provision contained in Paragraph 10.
4. **Warranty of Title.** Grantor represents and warrants that it is the owner in fee simple of the Property. Grantor and Grantor's successors and assigns are and shall be bound to warrant and forever defend the rights conveyed in this easement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part of the interest in the Property.
5. **Exclusiveness of Easement.** Grantor represents and warrants that it has not and will not in the future convey any other easement or conflicting rights in the area covered by this grant. Grantor covenants not to construct any building within the boundaries of the easement as to prevent proper maintenance, repair, or removal of the Facilities. Grantor may, at times, utilize the surface portion of the easement as it deems necessary for current and future operational needs of the landfill and the area, as long as any such activity does not interfere with Grantee's use, maintenance, repair, or removal of the Facilities.

6. **Temporary Easement.** Grantee shall have the right to use as much of the surface of the adjacent land as may be reasonably necessary to construct, install, and maintain the Facilities on the Property, but will not materially interfere with or disrupt any facilities, related appurtenances and equipment that the Grantor has in place for purpose of its ongoing operations.
7. Upon completion of the pipeline relocation project requested by Grantor and further described in that certain letter agreement by and between Grantor and Grantee dated effective October 18, 2016 (the "Letter Agreement"), Grantee shall execute and deliver a release of the Right of Way Contract from J.E. Curl to Sinclair Oil & Gas Company, recorded as Instrument Number 5798 of the Official Records of the Hidalgo County, Texas (hereinafter referred to as the "Sinclair Easement"). Prior to abandonment of the Sinclair Easement, Grantee will discontinue service to the 2 inch gas pipeline located within the Sinclair Easement, flush said pipeline, and cap both ends of the terminated line. Grantor and Grantee agree that after abandonment of the Sinclair Easement, all right, title, and interest in the pipeline, as well as all obligations and liabilities associated with the pipeline located therein, shall transfer to Grantor and such transfer will be included in the release document.
8. **Encroachments.** Grantee shall have the right to cut and trim trees, shrubbery, and other obstructions that may injure, endanger, or interfere with the Grantee's use of the easement area. Grantee shall dispose of all cuttings and trimmings either by piling and burning in the easement area (subject to fire or air pollution laws and regulations) or by loading and hauling away from the Property.
9. **Existing Environmental Conditions.** Grantor represents and warrants that as of the effective date of this easement, (i) the Property complies in all material respects with any applicable federal or state environmental laws and regulations; (ii) Grantor has not (and has no knowledge of any other person or entity which has) caused any production, use, release, threatened release, or disposal of any hazardous materials at the Property in any material quantity; and (iii) Grantor has no notice or knowledge of any actual, pending, or threatened environmental claims against the Property.
10. **Termination.** The easement shall continue in full force and effect unless and until either of the following events occur: (i) the purpose of the easement, as described in a Paragraph 2, ceases to exist; or (ii) the easement is abandoned by Grantee.
11. **Letter Agreement.** This easement is made and accepted expressly subject to the terms, provisions, and conditions of that certain unrecorded Letter Agreement described above, which are hereby deemed incorporated by reference into this easement. In the event any of the terms, provisions, or conditions of the Letter Agreement conflict with the terms, provisions, or conditions of this easement, the Letter Agreement shall prevail and control to the extent of such conflict.. Any amendment or modification to this easement must be in writing and executed

by both parties.

12. **Dispute Expenses and Attorneys' Fees.** If any controversy, claim, or dispute arises relating to this easement or its breach, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.
13. **Assignability and Binding Effect.** This easement shall be assignable. This easement shall bind and inure to the benefit of the Grantee and its successors and assigns and to the benefit of Grantor and Grantor's successors and assigns.

IN WITNESS WHEREOF, this instrument is executed as of the date of each party's acknowledgment, but effective for all purposes as of the Effective Date.

**GRANTOR:**

**THE CITY OF EDINBURG**

By:

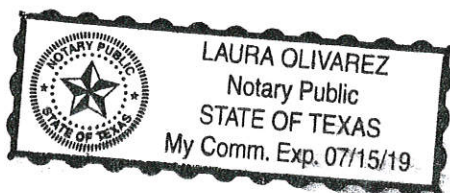
  
**RICHARD M. HINOJOSA**  
City Manager

**ACKNOWLEDGMENT**

THE STATE OF TEXAS §  
§  
COUNTY OF HIDALGO §

**BEFORE ME**, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared **RICHARD M. HINOJOSA**, to me personally known, who being by me duly sworn, did say that she is the City Manager of **THE CITY OF EDINBURG**, and that the above instrument was signed on behalf of **THE CITY OF EDINBURG**, by authority of its City Council, and the said **RICHARD M. HINOJOSA** acknowledged said instrument to be the free act and deed of said city for the uses and purposes therein set forth.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the 2nd day of November, 2016.

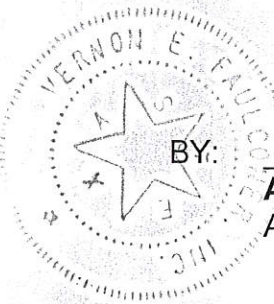


  
Notary Public, State of Texas

GRANTEE:

ATTEST:

VERNON E. FAULCONER, INC., a Texas  
corporation



BY:

Alyssa Kerr  
ALYSSA KERR  
Assistant Secretary

BY:

Jean Crawley  
JEAN CRAWLEY  
Vice President

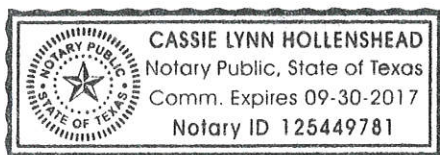
ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF SMITH §

BEFORE ME, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared **JEAN CRAWLEY**, to me personally known, who being by me duly sworn, did say that she is the Vice President of **VERNON E. FAULCONER, INC.**, a Texas corporation, and that the above instrument was signed on behalf of said corporation by authority of its Board of Directors, and the said **JEAN CRAWLEY** acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6<sup>th</sup> day of December, 2016.



Cassie Hollenshead  
Notary Public, State of Texas



EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN EASEMENT  
AGREEMENT DATED EFFECTIVE OCTOBER 18, 2016, BY  
AND BETWEEN THE CITY OF EDINBURG, AS GRANTOR, AND VERNON E.  
FAULCONER, INC., AS GRANTEE.

EASEMENT DESCRIPTION

## **EXHIBIT "A"**

### **20' PERMANENT PIPELINE EASEMENT LEGAL DESCRIPTION 1.59 ACRE TRACT**

**BEING** a 20 foot wide Pipeline Easement being out of a 109.30 acre tract of land as described in a deed recorded in Document No. 2565318, Deed Records Hidalgo County, Texas, and being more particularly described as follows:

**BEGINNING** at a calculated point in the south right of way of a 40' road platted yet unopened road, of the Citrus Fruit Development Company's Land, as shown on a map recorded in Volume 9, Page 38, Map Records Hidalgo County, Texas, said calculated point also being in the west line of Share 3, as described in a deed recorded in Volume 16, Page 11, Map Records Hidalgo County, Texas, and the east line of said 109.30 acre tract, for the northeast corner of the herein described tract; from **WHENCE** the northeast corner of the said 109.30 acre tract bears North 02°00'45" West, a distance of 20.36 feet.

**THENCE** South 02°00'45" East, with the common line of said Share 3 and said 109.30 acre tract, a distance of 20.36 feet to a calculated point for a corner of the herein described tract;

**THENCE** North 81°16'58" West, parallel to and 20.00 feet south of the south right of way line of the platted yet unopened road, a distance of 2064.07 feet to a calculated point for an interior corner of the herein described tract;

**THENCE** North 81°25'92" West, parallel to and 20.00 feet south of the south right of way line of the platted yet unopened road, a distance of 715.93 feet to a calculated point for a corner of the herein described tract;

**THENCE** South 08°47'42" West, a distance of 663.88 feet to a calculated point for the southeast corner of the herein described tract;

**THENCE** North 81°12'18" West, a distance of 20.00 feet to a calculated point for the southwest corner of the herein described tract;

**THENCE** North 08°47'42" East, a distance of 683.80 feet to a calculated point on the south right of way line of the said platted yet unopened road, and for the northwest corner of the herein described tract;

**THENCE** South  $81^{\circ}25'29''$  East, with the south right of way line of the platted yet unopened road, a distance of 735.88 feet to a calculated point on the south right of way line of said unopened road, for a corner of the herein described tract;

**THENCE** South  $81^{\circ}16'58''$  East, with the south right of way line of the platted yet unopened road, a distance of 2060.31 feet to the **POINT OF BEGINNING** and containing 1.59 acre of land.

NOTE:

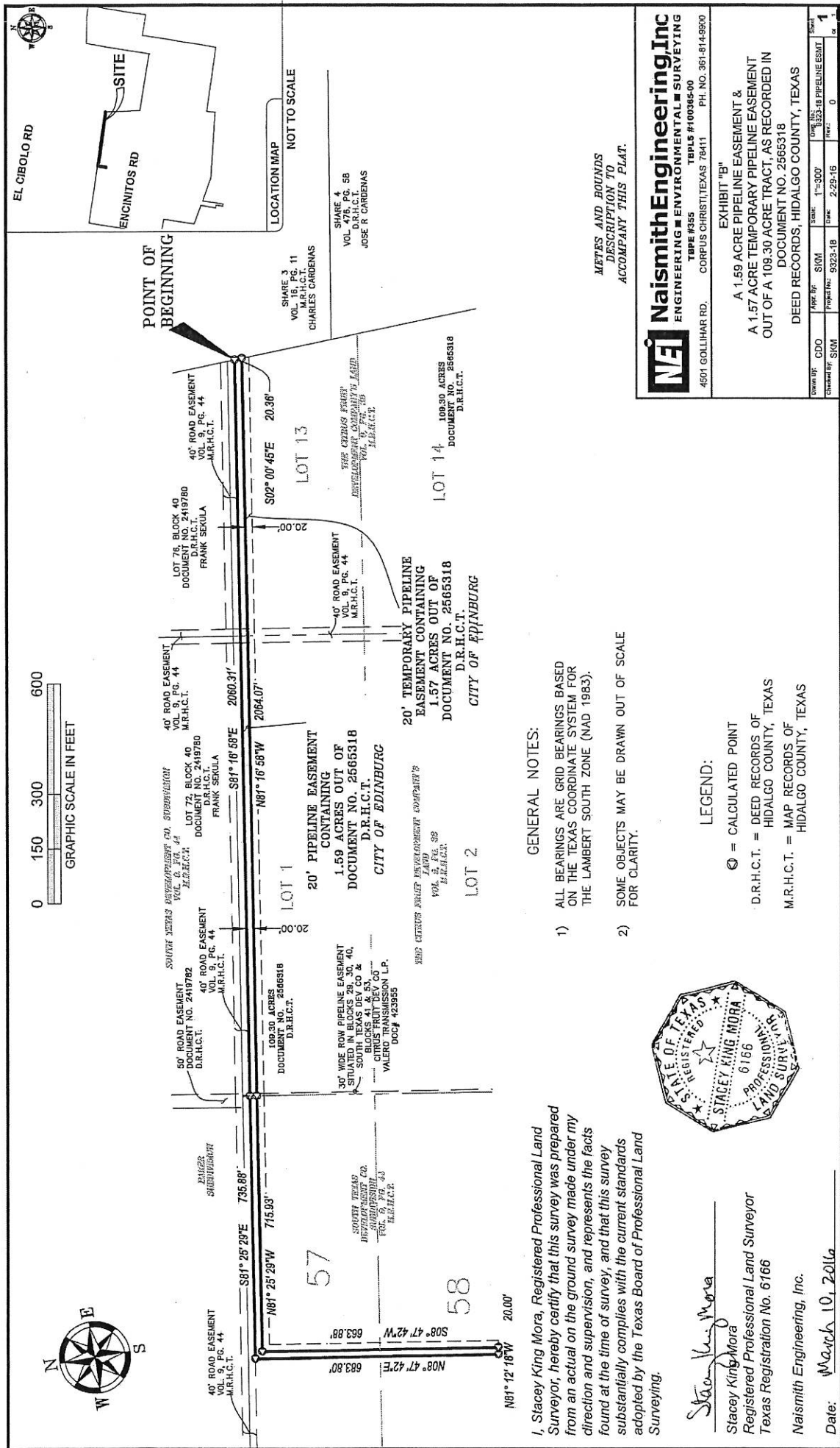
ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE NAD 1983.

Stacey King Mora

Stacey King Mora, RPLS  
Registered Professional Land Surveyor  
Texas Registration No. 6166  
Naismith Engineering, Inc.  
TBPE F#355 TBPLS F# 100395-00



Date: March 10, 2016



**N** **NaismithEngineering, Inc.**  
ENGINEERING & ENVIRONMENTAL SURVEYING  
TBP# #355  
4601 GOLLIHAR RD. CORPUS CHRISTI, TEXAS 78411 PH. NO. 361-814-5900

EXHIBIT "B"  
A 1.59 ACRE PIPELINE EASEMENT &  
A 1.57 ACRE TEMPORARY PIPELINE EASEMENT  
OUT OF A 108.30 ACRE TRACT, AS RECORDED IN  
DOCUMENT NO. 2565318  
DEED RECORDS, HIDALGO COUNTY, TEXAS

Drawn By:	CDO	Scale:	1"=300'	Sheet:	1
Checked By:	SJM	Project No.:	9323-1B	Date:	2-29-16
			Drawn By:	1:523-1B PIPELINE ESMT	1

- GENERAL NOTES:
- 1) ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE (NAD 1983).
  - 2) SOME OBJECTS MAY BE DRAWN OUT OF SCALE FOR CLARITY.
- LEGEND:
- ⊙ = CALCULATED POINT
  - D.R.H.C.T. = DEED RECORDS OF HIDALGO COUNTY, TEXAS
  - M.R.H.C.T. = MAP RECORDS OF HIDALGO COUNTY, TEXAS



I, Stacey King Mora, Registered Professional Land Surveyor, hereby certify that this survey was prepared from an actual on the ground survey made under my direction and supervision, and represents the facts found at the time of survey, and that this survey substantially complies with the current standards adopted by the Texas Board of Professional Land Surveying.

*Stacey King Mora*  
Stacey King Mora  
Registered Professional Land Surveyor  
Texas Registration No. 6166  
Naismith Engineering, Inc.  
Date: March 10, 2016

**AMENDMENT OF EASEMENT AGREEMENT**

**STATE OF TEXAS                   §**  
**§     KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF HIDALGO         §**

THAT, Reference is made to that certain Easement Agreement dated effective October 18, 2016, by and between the **CITY OF EDINBURG**, as Grantor, and **VERNON E. FAULCONER, INC.**, as Grantee, recorded under Document No. 2771674 of the Official Records of Hidalgo County, Texas, hereinafter referred to as "**EASEMENT**", and to which Easement reference is made for all purposes.

**WHEREAS**, the said Grantee and Grantor desire and agree to replace the Easement Description and Plat of Survey attached as Exhibit "A" of said Easement setting forth the location of said Easement with a metes and bounds description and Certified Plat of Survey; and

**NOW, THEREFORE**, for and in consideration of the sums previously paid, the receipt and sufficiency of which is hereby acknowledged, the said Grantor and Grantee do hereby replace said Exhibit "A" of said Easement with the Easement Description and Certified Plat of Survey attached hereto.

It is understood and agreed that this Amendment of Easement Agreement affects only the above mentioned Easement Description and Certified Plat of Survey of said Easement, and, for whatever reason necessary, Grantor does hereby grant and let the lands described in said Easement, as amended hereby, to the said Easement, under the same terms and conditions contained in said Easement, as amended, and that in all other respects, said Easement as amended, is hereby ratified, confirmed and acknowledged to be in full force and effect from and after the date of its execution.

This Agreement will extend to and be binding upon all of the respective heirs, successors and assigns of the undersigned.



IN WITNESS WHEREOF, this instrument is executed as of the date of each party's acknowledgment, but effective for all purposes as of the Effective Date.

**GRANTOR:**

**THE CITY OF EDINBURG**

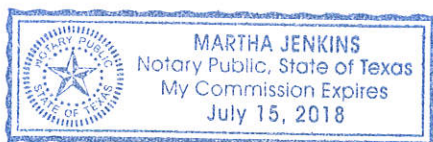
By:   
**RICHARD M. HINOJOSA**  
City Manager

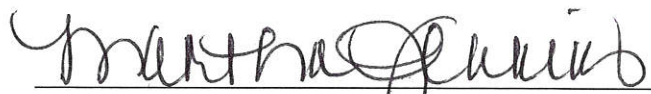
**ACKNOWLEDGMENT**

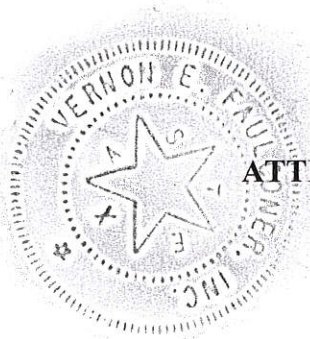
**THE STATE OF TEXAS**       §  
   §  
**COUNTY OF HIDALGO**     §

**BEFORE ME**, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared **RICHARD M. HINOJOSA**, to me personally known, who being by me duly sworn, did say that he is the City Manager of **THE CITY OF EDINBURG**, and that the above instrument was signed on behalf of **THE CITY OF EDINBURG**, by authority of its City Council, and the said **RICHARD M. HINOJOSA** acknowledged said instrument to be the free act and deed of said city for the uses and purposes therein set forth.

May **GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the 8<sup>th</sup> day of \_\_\_\_\_, 2017.



  
Notary Public, State of Texas



**ATTEST:**

**GRANTEE:**

**VERNON E. FAULCONER, INC.,**  
a Texas corporation

BY:

*Alyssa Kerr*

**ALYSSA KERR**  
Assistant Secretary

BY:

*Jean Crowley*

**JEAN CRAWLEY**  
Vice President

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**

§

§

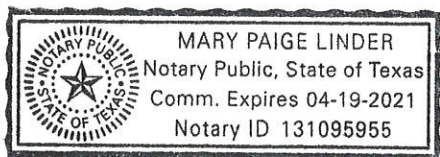
**COUNTY OF SMITH**

§

**BEFORE ME**, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared **JEAN CRAWLEY**, to me personally known, who being by me duly sworn, did say that she is the Vice President of **VERNON E. FAULCONER, INC.**, a Texas corporation, and that the above instrument was signed on behalf of said corporation by authority of its Board of Directors, and the said **JEAN CRAWLEY** acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein set forth.

*May*

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the 17 day of \_\_\_\_\_, 2017.



*Mary Paige Linder*  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

**VERNON E. FAULCONER, INC.**  
P.O. BOX 7995  
TYLER, TX 75711

**EXHIBIT "A"**

**ATTACHED TO AND MADE A PART OF THAT CERTAIN EASEMENT  
AGREEMENT DATED EFFECTIVE OCTOBER 18, 2016, BY  
AND BETWEEN THE CITY OF EDINBURG, AS GRANTOR, AND VERNON E.  
FAULCONER, INC., AS GRANTEE**

**20' PERMANENT PIPELINE EASEMENT  
LEGAL DESCRIPTION  
1.62 ACRE TRACT**

**BEING** a 20 foot wide Pipeline Easement being out of a 109.30 acre tract of land as described in a deed recorded in Document No. 2565318, Deed Records Hidalgo County, Texas, and being more particularly described as follows:

**BEGINNING** at a calculated point for an inside corner a 20' Texas Gas Service Easement, as described in deed recorded in Document No. 2693844, Deed Records Hidalgo County, Texas, from **WHENCE** the northeast corner of said 109.30 acre tract bears North 48°21'08" East, a distance of 25.97 feet.

**THENCE** South 02°00'45" East, parallel to and 20' from the common line of Share 3, recorded in Volume 16, Page 11, Map Records Hidalgo County, Texas, and said 109.30 acre tract, a distance of 111.96 feet to a calculated point for a corner of the herein described tract;

**THENCE** South 87°59'15" West, a distance of 20.00 feet to a calculated point for a corner of the herein described tract;

**THENCE** North 02°00'45" West, a distance of 95.39 feet to a calculated point for a corner of the herein described tract;

**THENCE** North 81°16'58" West, a distance of 2023.36 feet to a calculated point for a corner of the herein described tract;

**THENCE** North 81°25'29" West, a distance of 715.93 feet to a calculated point for a corner of the herein described tract;

**THENCE** South 08°47'42" West, a distance of 663.88 feet to a calculated point for a corner of the herein described tract;

**THENCE** North 81°12'18" West, a distance of 20.00 feet to a calculated point for a corner of the herein described tract;

**THENCE** North 08°47'42" East, a distance of 683.80 feet to a calculated point for a corner of the herein described tract;

**THENCE** South 81°25'29" East, a distance of 735.88 feet to a calculated point for a corner of the herein described tract from **WHENCE** a ½ inch iron pipe found for the northwest corner of Lot 1, Block 41, The Citrus Fruit Development Company's Land, Volume 9, Page 38, Map Records, Hidalgo County, Texas, bears N 08°47'19" East, a distance of 20.00 feet;

**THENCE** South 81°16'58" East, a distance of 2039.95 feet to the **POINT OF BEGINNING** and containing 1.62 acre of land.

**NOTE:**

ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE NAD 1983.

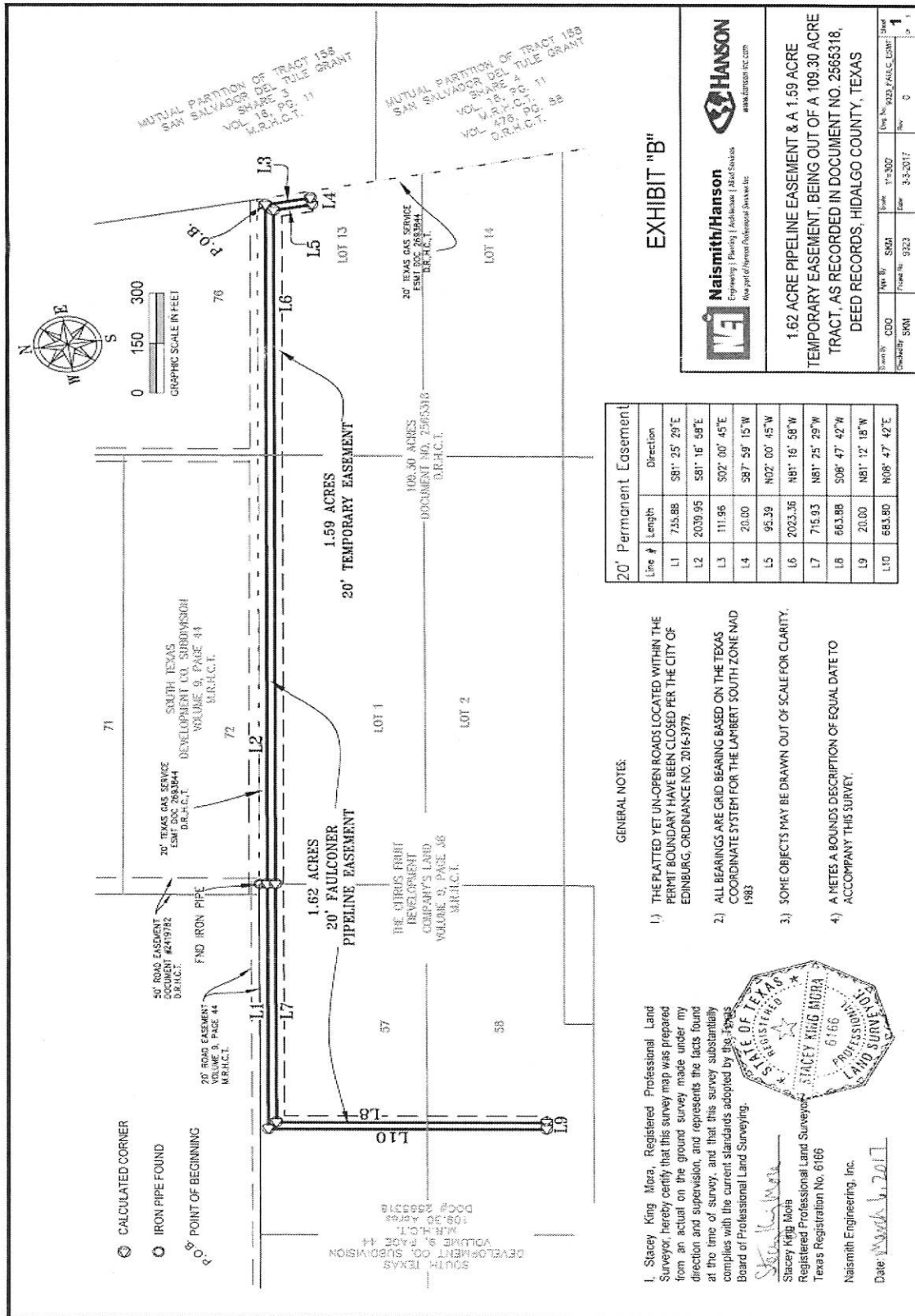
AN EXHIBIT WITH EQUAL DATE TO ACOMPANY THIS DESCRIPTION.

Stacey King Mora

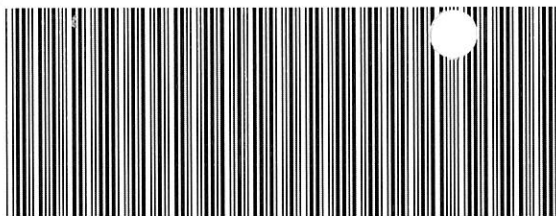
Stacey King Mora, RPLS  
Registered Professional Land Surveyor  
Texas Registration No. 6166  
Naismith/Hanson  
TBPE F#355 TBPLS F# 100395-00



Date: March 6, 2017







\*VG-120-2017-2816725\*

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2816725

Billable Pages: 6

Recorded On: May 22, 2017 11:34 AM

Number of Pages: 7

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 56.00

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2816725  
Receipt No: 20170522000179  
Recorded On: May 22, 2017 11:34 AM  
Deputy Clerk: Tania Rivera  
Station: CH-1-CC-K11

**Record and Return To:**

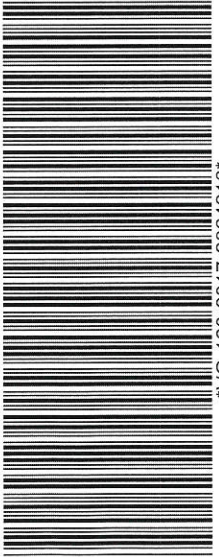
Vernon E. Faulconer, Inc.  
1001 E.S.E. Loop 323  
160 Woodgate Centre  
Tyler TX 75701



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas



\*VG-120-2017-2824216\*

Hidalgo County  
Arturo Guajardo Jr.  
County Clerk  
Edinburg, Texas 78540

Document No: 2824216

Billable Pages: 6

Recorded On: June 16, 2017 01:15 PM

Number of Pages: 7

\*\*\*\*\*Examined and Charged as Follows\*\*\*\*\*

Total Recording: \$ 56.00

JUN 22 2017

\*\*\*\*\*THIS PAGE IS PART OF THE DOCUMENT\*\*\*\*\*

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document No: 2824216

**Record and Return To:**  
Vernon E. Faulconer, Inc.

Receipt No: 20170616000205

1001 E.S.E. Loop 323

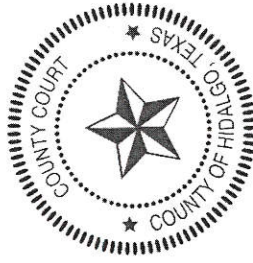
Recorded On: June 16, 2017 01:15 PM

160 Woodgate Centre

Deputy Clerk: Elisa Castillo

Tyler TX 75701

Station: CH-1-CC-K13



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, Texas

**AGREEMENT AND RELEASE OF RIGHT OF WAY CONTRACT**

STATE OF TEXAS           §                   §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HIDALGO   §                   §

**WHEREAS**, J.E. Curl, as Grantor, and Sinclair Oil & Gas Company, as Grantee, did enter into a Right of Way Contract (hereinafter referred to as **“Right of Way”**) dated of February 1, 1957. The Right of Way is recorded at Instrument File Number 5798 in the Official Records of Hidalgo County, Texas, and covers 60 acres in the South Texas Development Co. Subdivision Survey, Hidalgo County, Texas, as more particularly described in said Right of Way.

**WHEREAS**, Faulconer Energy Joint Venture-1988, LLP, a Texas limited liability partnership, whose address is P.O. Box 7995, Tyler, Texas 75711 (**“Releasor”**) is now record title owner of the Right of Way.

**WHEREAS**, Vernon E. Faulconer, Inc., a Texas corporation, whose address is P.O. Box 7995, Tyler, Texas 75711 (**“VEFI”**), serves as operator on behalf of Releasor.

**WHEREAS**, This Agreement and Release of Right of Way Contract (**“Release”**) is executed pursuant to that certain letter agreement by and between VEFI and the City of Edinburg (**“Releasee”**) dated effective October 18, 2016 (the **“Letter Agreement”**).

**NOW THEREFORE**, for and in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to Releasor, the receipt and sufficiency of which is hereby acknowledged, Releasor hereby releases, relinquishes, and surrenders to the Releasee, as the present owner of record, all of its right, title and interests in and to the Right of Way.

**FURTHER**, for the consideration stated above, Releasor does hereby **GRANT, BARGAIN, SELL, CONVEY, TRANSFER** and **DELIVER** unto Releasee all right, title, and interest in and to the two inch (2”) gas pipeline (**“Pipeline”**) located within the Right of Way, as well as all obligations and liabilities associated therewith. Releasor agrees that Releasee shall have the right to remove and dispose of the Pipeline, and Releasee agrees that it will bear all costs associated with such removal.

Notwithstanding anything to the contrary contained herein, Releasor and VEFI, by the execution of this Release, is not releasing and does not intend to release or impair any rights of Releasor or any other parties ownership rights in the mineral or leasehold estate under the lands covered by said Right of Way.

EXECUTED on the 1<sup>st</sup> day of June, 2017.

**RELEASOR:**

**FAULCONER ENERGY JOINT VENTURE-1988, LLP**, a Texas limited liability partnership

By:       **FAULCONER ENERGY LIMITED PARTNERSHIP**, a Louisiana limited partnership, its Managing Partner

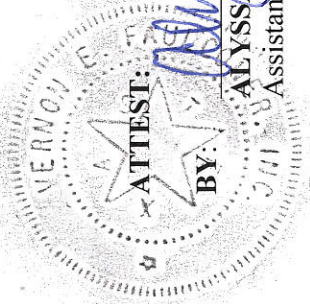
By:       **FAULCONER ENERGY GENERAL PARTNER, L.L.C.**, a Louisiana limited liability company, its General Partner

By:       **FAULCONER ENERGY CORPORATION**, a Texas corporation, its sole Member



By: *Allyssa Kerr*  
**ALLYSSA KERR**  
Assistant Secretary

By: *Jean Crawley*  
**JEAN CRAWLEY**  
Vice President



VERNON E. FAULCONER, INC., a Texas  
corporation

ATTEST: Alyssa Kerr  
BY: Alyssa Kerr  
ALYSSA KERR  
Assistant Secretary

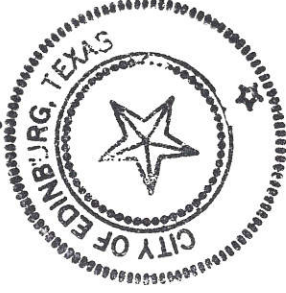
BY: Jean Crawley  
JEAN CRAWLEY  
Vice President

RELEASEE:

THE CITY OF EDINBURG

ATTEST: Mayra L. Gala-Garza  
BY: Mayra L. Gala-Garza  
Mayra L. Gala-Garza  
City Secretary

Richard M. Hinojosa  
BY: Richard M. Hinojosa  
RICHARD M. HINOJOSA  
City Manager



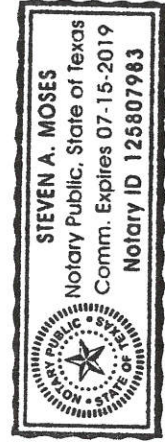


ACKNOWLEDGMENTS

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF SMITH   §

BEFORE ME, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared **JEAN CRAWLEY**, to me personally known, who being by me duly sworn, did say that she is the Vice President of Faulconer Energy Corporation, a Texas corporation, which corporation is the sole Member of Faulconer Energy General Partner, L.L.C., a Louisiana limited liability company, which limited liability company is the General Partner of Faulconer Energy Limited Partnership, a Louisiana limited partnership, which limited partnership is the Managing Partner of **FAULCONER ENERGY JOINT VENTURE-1988, LLP**, a Texas limited liability partnership, and that the above instrument was signed on behalf of Faulconer Energy Corporation by authority of its Board of Directors, and the said **JEAN CRAWLEY** acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of June, 2016.7.

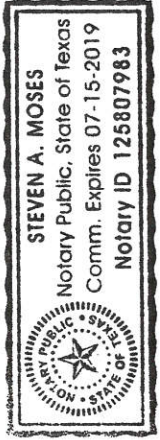


Steven A. Moses  
Notary Public, State of Texas

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF SMITH   §

BEFORE ME, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared **JEAN CRAWLEY**, to me personally known, who being by me duly sworn, did say that she is the Vice President of **VERNON E. FAULCONER, INC.**, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said **JEAN CRAWLEY** acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of \_\_\_\_\_, 2016.7.



Steven A. Moses  
Notary Public, State of Texas

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HIDALGO   §

BEFORE ME, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared **RICHARD M. HINOJOSA**, to me personally known, who being by me duly sworn, did say that she is the City Manager of **THE CITY OF EDINBURG**, and that the above instrument was signed on behalf of **THE CITY OF EDINBURG**, by authority of its City Council, and the said **RICHARD M. HINOJOSA** acknowledged said instrument to be the free act and deed of said city for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of November, 2016.



Blanca E. Rodriguez  
Notary Public, State of Texas



**AFTER RECORDING RETURN TO:**

VERNON E. FAULCONER, INC.

P.O. BOX 7995

TYLER, TX 75711

## RIGHT OF WAY CONTRACT

FOR AND IN CONSIDERATION OF THE SUM OF \$ 210<sup>00</sup> ~~xx~~, the receipt of which is hereby acknowledged,  
J. E. Curl

hereinafter called grantor—hereby grant unto SINCLAIR OIL & GAS COMPANY, a Maine corporation, hereinafter called grantee, the right to lay, maintain, inspect, operate, replace, change the size of and remove 2 pipe line for the transportation of water, casinghead gas, fuel oil, oil, gas, gasoline and any other liquid hydrocarbons, and any mixture of such products, on, above, over and through the following-described land, of which land grantor—warrants he is owner in fee simple, situated in Hidalgo

County, State of Texas, bounded and described as follows:

On the North by the lands of J. E. Curl et al

On the East by the lands of J. E. Curl

On the South by the lands of J. E. Curl

On the West by the lands of J. E. Curl

to lay a 2" gas pipe line from the lands of J. E. Curl to the lands of Salvador Cardenas at a distance of 140 rods - R/W to be 30' wide to Block #41 Citrus Fruit AFE 3007 and crossing Lots 1, 2, 3, 13, 14 & 15 Block #41 Citrus Fruit AFE 3007

containing 60 acres, more or less, in South Texas Development Co Subdivision

Survey and more fully described in a certain deed from C. R. Bennett et ux Lillie Bennett

to J. E. Curl

recorded in Book 861, at page 602 of the records of Hidalgo Co

County, State of Texas, together with the right of ingress and egress to and from said land for any and all purposes necessary and incident to the exercise by said grantee of the rights granted by this contract, including, but not limited to, the right to install, maintain and remove meters, valves, connections and other pipe line equipment, and to construct, operate and maintain a drip or drips and a pit or pits for the purpose of draining off and burning, or otherwise disposing of, waste products from said pipe line.

And, for an additional consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, said grantor—hereby grant unto said grantee the right at any time to lay, maintain, operate, inspect, replace, change the size of and remove an additional pipe line or pipe lines for the transportation of water, casinghead gas, fuel oil, oil, gas, gasoline, and any other liquid hydrocarbons, and any mixture of such products, on, above, over and through said land; and grantee shall pay to grantor—for each additional line placed on said land by it, at the rate of \_\_\_\_\_ per rod.

Grantor—reserve—the right to use said land for any and all purposes except the purposes hereby granted to said grantee. Grantee shall pay any damages to crops and fences of grantor—caused by grantee's operations hereunder. At the time of construction, if requested by grantor—, any pipe line laid hereunder shall be buried, if it will interfere with cultivation of the surface of said premises.

It is agreed that any payment hereunder may be made direct to said grantor \_\_\_\_\_

or by depositing such payment to the credit of said grantor \_\_\_\_\_ in the \_\_\_\_\_

said grantor—; and that the terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IT IS UNDERSTOOD AND AGREED that the person securing this right-of-way for said grantee has no authority to make any agreement, covenant or promise in its behalf not herein specifically shown and this instrument is delivered and accepted upon the distinct understanding that the consideration hereinabove stated is the sole consideration and inducement for the execution hereof.

IN WITNESS WHEREOF, grantor—has hereunto set his hand this 15 day of February

19 37

(seal)

(seal)

STATE OF TEXAS





**Hidalgo County Clerk**  
Arturo Guajardo Jr.  
P.O. Box 58  
Edinburg, Texas 78540

**Main:** (956) 318-2100      **Fax:** (956) 318-2105

ORIGINAL COPY

**Receipt No:** 20170616000205  
**Date:** 06/16/2017  
**Time:** 01:15PM  
**Deputy Clerk:** Elisa Castillo  
**Station:** CH-1-CC-K13

**Issued To:** Vernon E. Faulconer, Inc.  
PO Box 8150

Tyler, TX 75711

**Recording Fees**

Item No.	Item	Document No.	Serial No.	Amount
1	Real Property Recordings	2824216		\$56.00

**Collected Amounts**

Item No.	Payment	Transaction Id	Comment	Amount
1	Check	0277002	Vernon E Faulconer Inc POB 8150	\$52.00
2	Check	0277197	Vernon E Faulconer Inc POB 8150	\$4.00

**Total Received:** \$56.00  
**Order Total:** \$56.00  
**Change Due:** \$0.00

**Thank you.**

**APPENDIX IA2**

**PLAT RECORDS**



MAP  
SHOWING SUBDIVISION  
OF THE  
CITRUS FRUIT DEVELOPMENT CO'S LAND  
IN  
HIDALGO COUNTY, TEXAS

SCALE 1" = 1000'  
(According to State Map)



State of Texas  
County of Hidalgo

Know all men by these presents that the  
Citrus Fruit Development Company, duly  
organized, confirmed and duly  
survey, subdivision, map and plat of  
its five thousand five hundred and forty-five  
and one half acres of land in Hidalgo County  
Texas and as the Sea Salvador del Tule Grant  
conveyed to by Road Allen by deed dated  
January 28th 1905, which is duly recorded in  
Hidalgo County and to which deed and record  
reference is hereby made for more  
particular description of said land and also hereby  
set aside and dedicate to the public use for  
streets, roads and highways a located and  
shown by said map as plat.

In testimony whereof the said Citrus Fruit  
Development Company has caused these  
presents to be signed by its President and  
attested by its Secretary this  
27 day of July 1905.

SEAL

Notary Public  
Secretaries

Road Allen  
President

State of Texas  
County of Hidalgo

Personally appeared before me J. Russell  
a Notary Public for said County and State,  
this day, Road Allen as President of the Citrus  
Fruit Development Company, known to be  
the person whose name is subscribed to the  
foregoing instrument of writing as President  
of said Company and acknowledged before me  
the execution of the same for and on behalf of said  
Company for the purposes and considerations  
therein expressed.

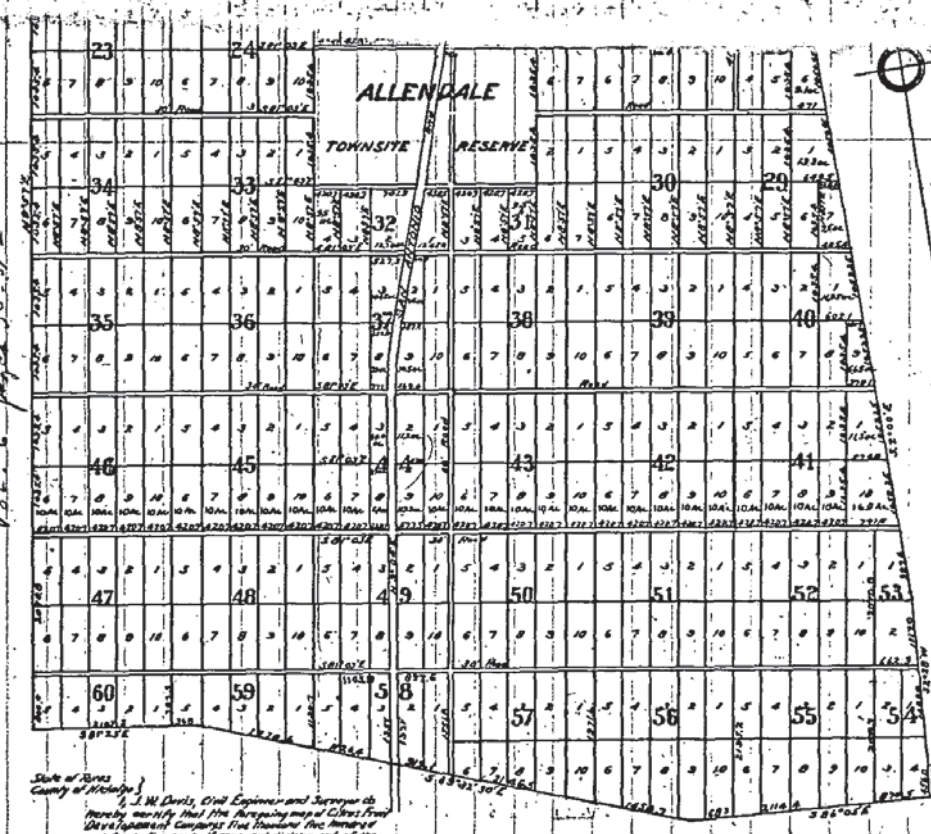
Witness my hand and office seal this 7th  
day of April 1910.

SEAL  
J. Russell  
Notary Public, Common Co.  
Texas





Vol. 6 page 30-31



State of Texas  
County of Hidalgo  
I, J. M. Davis, Civil Engineer and Surveyor do  
hereby certify that the foregoing map of Christ First  
Overland Company Five Hundred Five Acre  
and Forty Five one half acre subdivision out of the  
San Saba River Oil Field Grant, Hidalgo County Texas  
is a true and correct representation of  
same as surveyed and plotted by me.

J. M. Davis

State of Texas  
County of Hidalgo  
Before me the undersigned authority personally appeared  
J. M. Davis known to me to be the person whose name is  
subscribed to the foregoing instrument and acknowledged  
that he executed the same for the purposes and considerations  
thereby expressed.  
Given under my hand this 7th March A.D. 1910.  
and seal of Office Wm. J. Russell.  
Notary Public Cameron Co. Tex.

8/2 Vol 6



State of Texas,

family of Hidalgo. I now call one by those parents. That  
 the Union Bond Development Company, the lucky one by  
 creation and adopt the above and bringing among such  
 ways and paths of Alameda. Towards said parent, being  
 a part of a part of a 15th acre in the low lands of the  
 10th and Hidalgo County Texas, conveyed to the Union Bond  
 Development Company by Frank Allen by deed dated January  
 25th, 1909, which is duly recorded in the Hidalgo County the  
 files of the Court and also in the map is made with the co-  
 operation of the Union Bond Development Company  
 of the original survey and use for the purpose of settling  
 public lands, lands, and line of use for the settlement and  
 sale of water, fuel, light and power, telephone and telegraph line  
 and for the purpose of operating line of transportation for the  
 carriage of freight and passengers within the territory embraced  
 by Alameda County and all the said line and parent, father and  
 mother in said State and also shall be the property and  
 in use and control by the said Union Bond Development  
 Co. in testimony thereof the Union Bond Development Co. has  
 caused these parents to be assigned by its president and with  
 its Secretary

21. 18. 1. 41. R. Barker, Secretary. Fred Allen, President.  
State of Texas 2

family of Comings. Personally acquainted before our departure  
with Grand Cominy and told him day week & they as  
President of the State went directly forward Comings arrived  
home & by the friends who were introduced to the place  
going in front of writing on President of said Comings  
and acknowledged to me that he expected the same  
for and in behalf of said Comings for the present  
and consider them there engaged

With my hand and official this 11th day of March  
1910  
W. S. Powell

City and County of Los Angeles

State of Texas.

Beauty of Solids 329 At same time tangential and  
 secant to body circle. That the passing rays may be  
 from solid to solid tangential, parallel, normal, or  
 secant to the solid surface. All four of solid solids being  
 the same in a line and correct representation of same into

employed and killed by one

J. M. Davis.

Head of Team  
 Twenty of numerous J. M. Davis and the much alleged author of  
 Personally captured J. M. Davis from N. D. and to do the fur  
 one who name is not asked. If the foregoing information  
 and above help at all to recollect the name for the fur  
 fur and could determine there in, as provided  
 know under my hand and seal of office this 4th day of March A. D. 1910

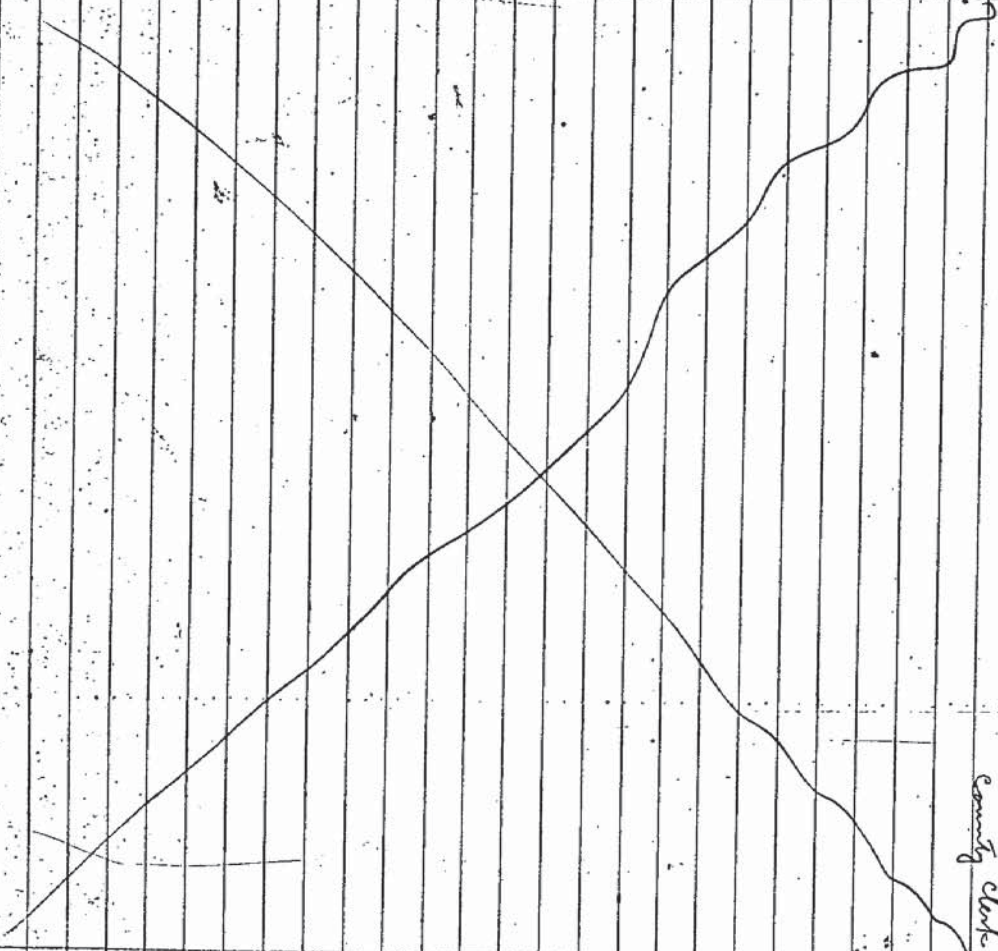
(J. M. Davis)

Notary Public & Commissioner for the  
 State for records this 11th day of March A. D. 1910 at 23 o'clock P. M.

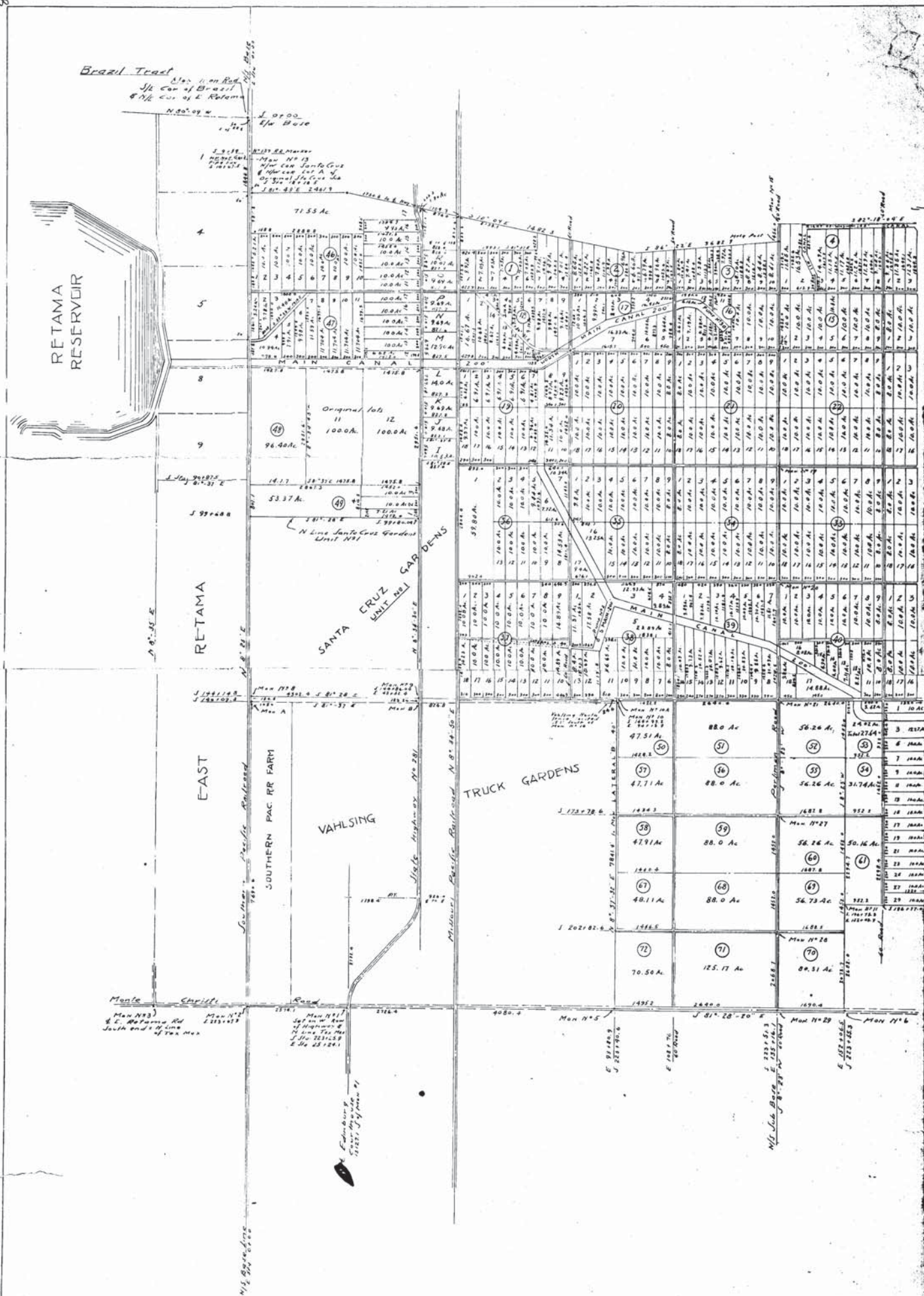
for testimony

Proceeds of Grand 11th 1910 at 23 o'clock P. M.

coming clerk











**BEARINGS**— Except as otherwise noted,  
All roads running East & West are on bearing of  $S 81^{\circ} 37' E$   
and roads running North & South on bearing of  $S 82^{\circ} 23' W$

MONUMENTS  
All monuments constructed of steel pipe, concrete  
and center-punched iron rod.

This Plat is a resubdivision of the following original lots  
of Santa Cruz Ranch subdivision:  
All of Lots A, B, C, K, L, M  
                I to 9 both inclusive

All of Lot 10 and Lots 14 to 18 both inclusive  
The north part of Lot 19, 20 & 21, lying north of Unit No. 1  
All that part of Lot 22 lying East of  
the Missouri Pacific R.R. right-of-way  
All of Lots 23 to 27 both inclusive  
All of that portion of Lot 31 lying East of the Missouri Pacific R.R.  
All of Lots 32 to 36 both inclusive  
The East 44.50 acres of Lot 39  
" " 62.52 " " 52  
All of Lots 44, 45, 33 & 54.  
" " 35 to 61 both inclusive  
" " 63 to 113  
All of that portion of Lot 13 not included  
in Santa Cruz Gardens Unit No. 1.

## UNIT № 2

Dec. 11, 1945

Scale 1" = 1000'

*Ch. Paulina*  
Surveyor

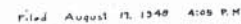
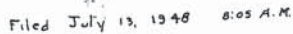
1. C. R. Parkman, a Surveyor, do hereby certify that the above Map of a resubdivision of the original Santa Cruz Ranch Subdivision is a true representation of the physical lands as surveyed, subdivided and platted by me on the ground.  
Witness my hand this 12<sup>th</sup> day of December 1945

CR Pauline  
Surveyor

Sworn to and subscribed before me this  
12<sup>th</sup> day of December, A. D. 1945,

Notary Public in and for  
Hidalgo County, Texas

DRWG 1030



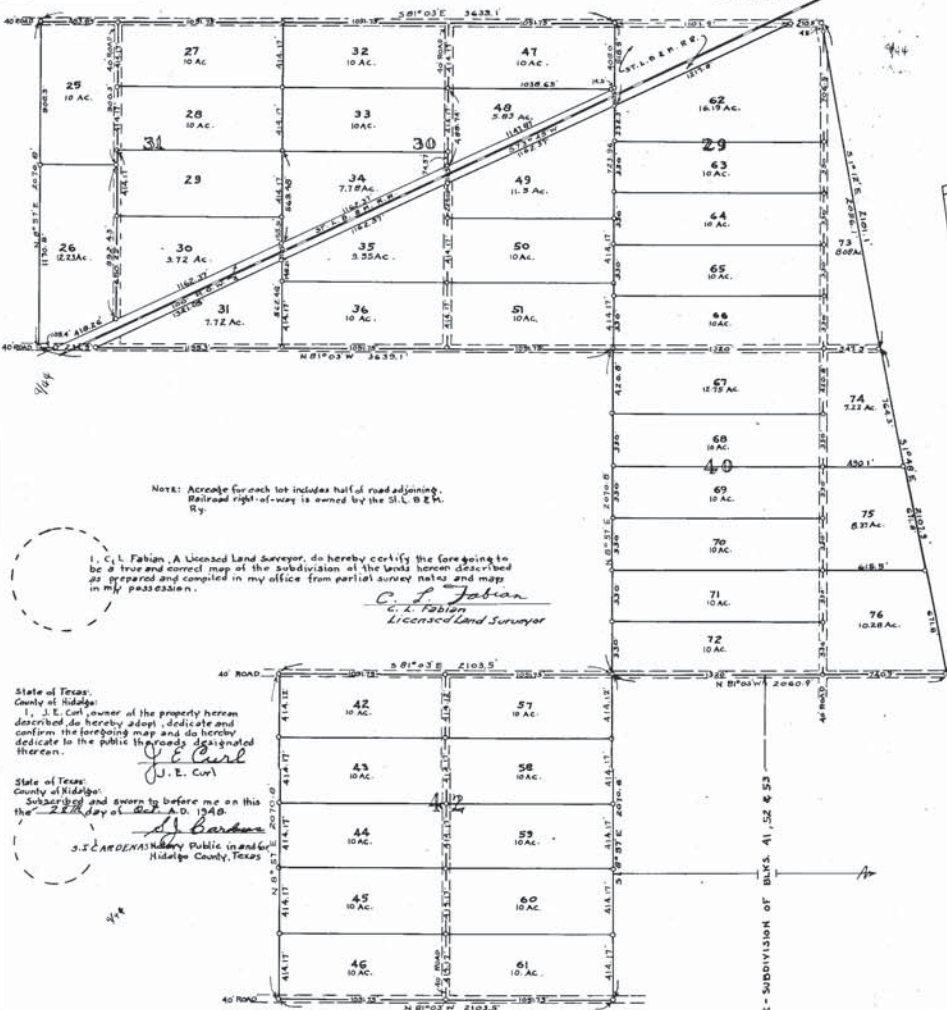


THE EAST 73 ACRES OF BLOCK 31, ALL OF BLOCKS 29, 30 & 40,  
OF BAKER'S SUBDIVISION OUT OF THE CUCHARILLA PASTURE,  
&  
BLOCK 42 OF THE CITRUS FRUIT DEVELOPMENT CO'S LANDS,  
ALL IN THE SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS.

DATE: OCT. 20, 1948.

SAVE & EXCEPT THE FOLLOWING: 100 FOOT RAILROAD RIGHT-OF-WAY THROUGH BLKS. 29, 30 & 31  
& THAT PORTION OF BLOCK 29 NORTH OF THE RAILROAD

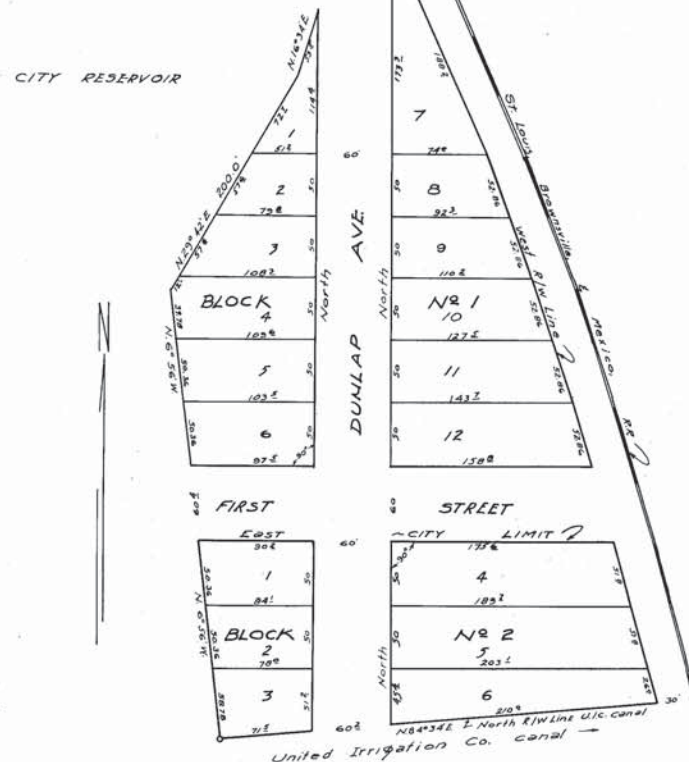
SCALE: 1" = 400'



Notes: Acreage shown for each lot includes half of roads adjoining.

Filed Dec 1, 1948 2:20 P.M.

9-44



Filed Dec 14, 1948 2:00 PM

MAP  
of  
~ LEAL SUBDIVISION ~  
Being a part of LOT 18-6

WEST ADDITION TO SHARTLAND  
in Hidalgo County, Texas  
platted September 3<sup>rd</sup>, 1948  
Scale - one inch = 50 feet  
Roy M. Boger, Civil Engineer  
Mission, Texas

—STATE OF TEXAS:  
COUNTY OF HIDALGO:

I, Roy M. Boger, Civil Engineer hereby certify  
this MAP to be a true & correct representation of a  
Survey made by me on the ground

Roy M. Boger  
Roy M. Boger, Civil Engineer

Subscribed & sworn to this the 11<sup>th</sup> day of September, A.D. 1948

Felipe Garcia (Felipe Garcia)  
Notary Public in & for Hidalgo County, Texas

STATE OF TEXAS:  
COUNTY OF HIDALGO

**KNOW ALL MEN BY THESE PRESENTS:** That I, Guadalupe Loeb, owner of parcel LOT 18-B West Addition to Sharyland Subdivision of Parcels 59 to 67 both inclusive, do hereby subdivide said land as shown on this MAP. I hereby dedicate the roads, streets, easements & alleys for the use and benefit of the public, and I agree that I and my heirs shall accept, maintain & protect same to the use & benefit of the Public, reserving unto me, my heirs & assigns, the right to construct, maintain & operate telephone, telegraph, electric light & power lines, wires, pipes, conduits, cables, cabling material and other materials for irrigation purposes, & lines for sewer, drains & drainage systems.

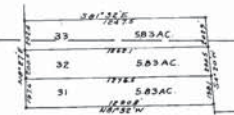
In witness hereof, I have hereunto subscribed my name  
this the 22<sup>nd</sup> day of September, A.D. 1948.

Guadalupe Leal  
Guadalupe 4001

Subscribed & sworn to this the 23rd day of September, A.D. 1948

J. H. Rankin (A.H. Rankin, Jr.)  
Notary Public, in & for Hidalgo County, Texas

10-58



ENLARGED SKETCH OF TRACTS 31, 32 AND 33

- 114 4700 ARCADIO GUERRA
- 110 64100 ALICIA ALAMIA DE RODRIGUEZ, ALFONSO ALAMIA, JOSE ALAMIA, AND LUIS ALAMIA, A Y BAKER, ADMR
- 119 3415 D GUERRA & SONS
- 120 6945 LEON RODRIGUEZ
- 121 5000 SANTOS RODRIGUEZ
- 122 2803 FRANCISCO CALVILLO
- 123 12227 LEON RODRIGUEZ
- 124 14600 S. L. GILL
- 125 19720 MRS SUSIE H. EDWARDS 1/2, AND GEORGE ERREL, KATHERINE, AND LOIS EDWARDS 1/8 EACH
- 126 13800 MRS SUSIE H. EDWARDS 1/2, AND GEORGE ERREL, KATHERINE, AND LOIS EDWARDS 1/8 EACH
- 127 20600 ALICIA ALAMIA DE RODRIGUEZ, ALFONSO ALAMIA, JOSE ALAMIA, AND LUIS ALAMIA, A Y BAKER, ADMR
- 128 30100 GEORGE W. HATCH
- 129 10000 FRANK W. HATCH
- 130 7500 A. E. CHAVEZ
- 131 7050 FELIPE GARCIA
- 132 360 JORGE J. CAVAZOS
- 133 4930 CARMEN CARDENAS DE CAVAZOS
- 134 6200 ISIDORA CAVAZOS DE CARDENAS
- 135 3600 FILEMON, ROBERTS, MACEDONIO, ARTURO, ENRIQUETA, AMADEO, AND FLAVIO VELA, AND ADELINA VELA 1/8 EACH
- 141 800 SALVADOR CARDENAS, WIFE OF JUAN DE LA VINA
- 142 1450 JOSEFA CARDENAS, WIFE OF JUAN DE LA VINA
- 143 2140 FRANCISCA LONGORIA, WIFE OF FILEMON VELA
- 144 10650 F. W. SEABURY AND V. W. TAYLOR
- 145 10000 ALICIA ALAMIA DE RODRIGUEZ, ALFONSO ALAMIA, JOSE ALAMIA, AND LUIS ALAMIA, A Y BAKER, ADMR
- 146 47250 CARLOTTA VELA, DELFINA VELA, F. W. SEABURY, AND V. W. TAYLOR 1/4 EACH

# MAP

OF  
**SAN SALVADOR DEL TULE GRANT**  
 JUAN JOSE BALLI, ORIGINAL GRANTEE  
 HIDALGO, KENNEDY BROOKS AND WILLACY COUNTIES, TEXAS  
 SHOWING PARTITION IN CAUSE NO. 422 IN THE  
 DISTRICT COURT OF HIDALGO COUNTY, TEXAS

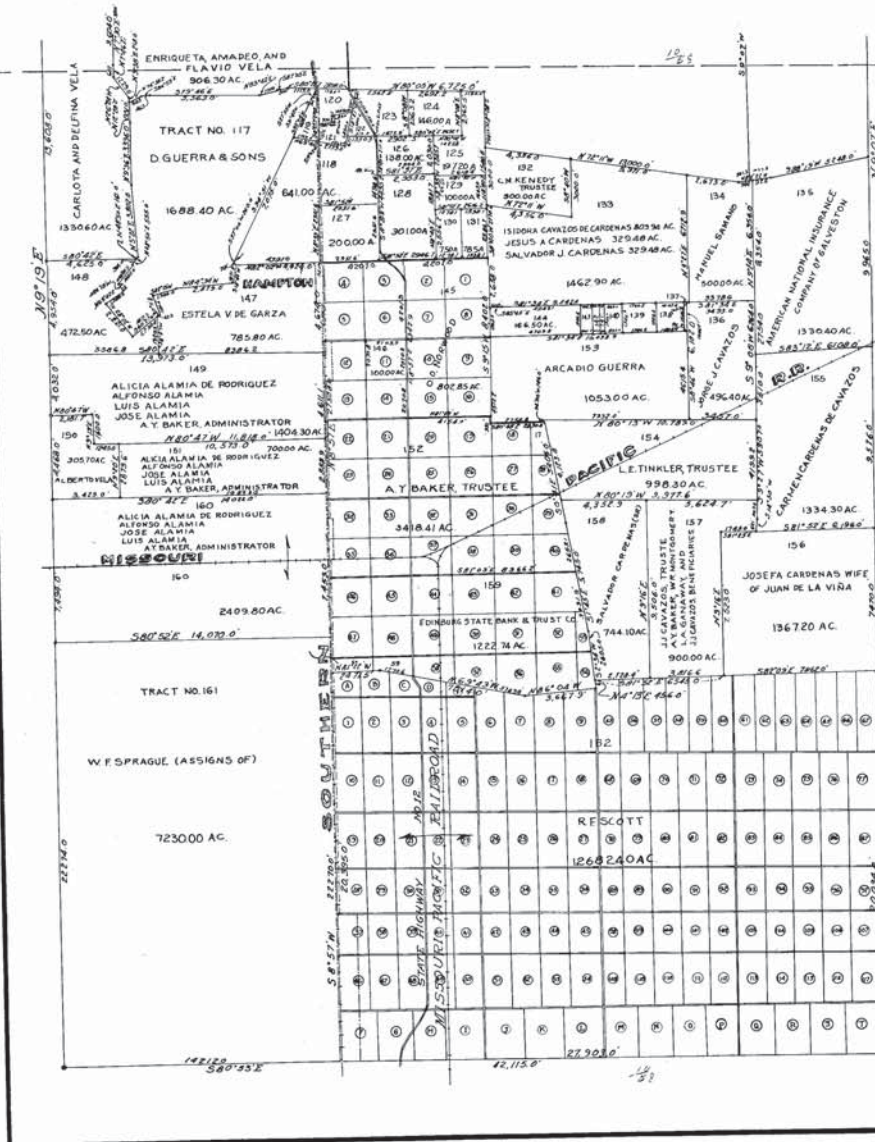
SCALE 1"=3000'

JUNE 17, 1930

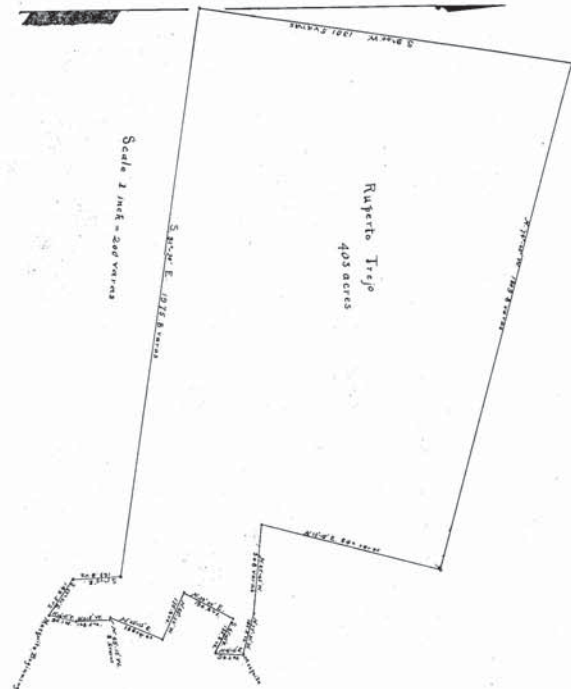
*E. M. Card*  
 SURVEYOR

I, E. M. CARD, A SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE REPRESENTATION OF THE SURVEY AND SUBDIVISION OF SAN SALVADOR DEL TULE GRANT, JUAN JOSE BALLI, ORIGINAL GRANTEE, HIDALGO COUNTY, TEXAS, AS MADE BY ME ON THE GROUND IN CAUSE NO. 422 IN THE DISTRICT COURT OF HIDALGO COUNTY, TEXAS.

*E. M. Card*





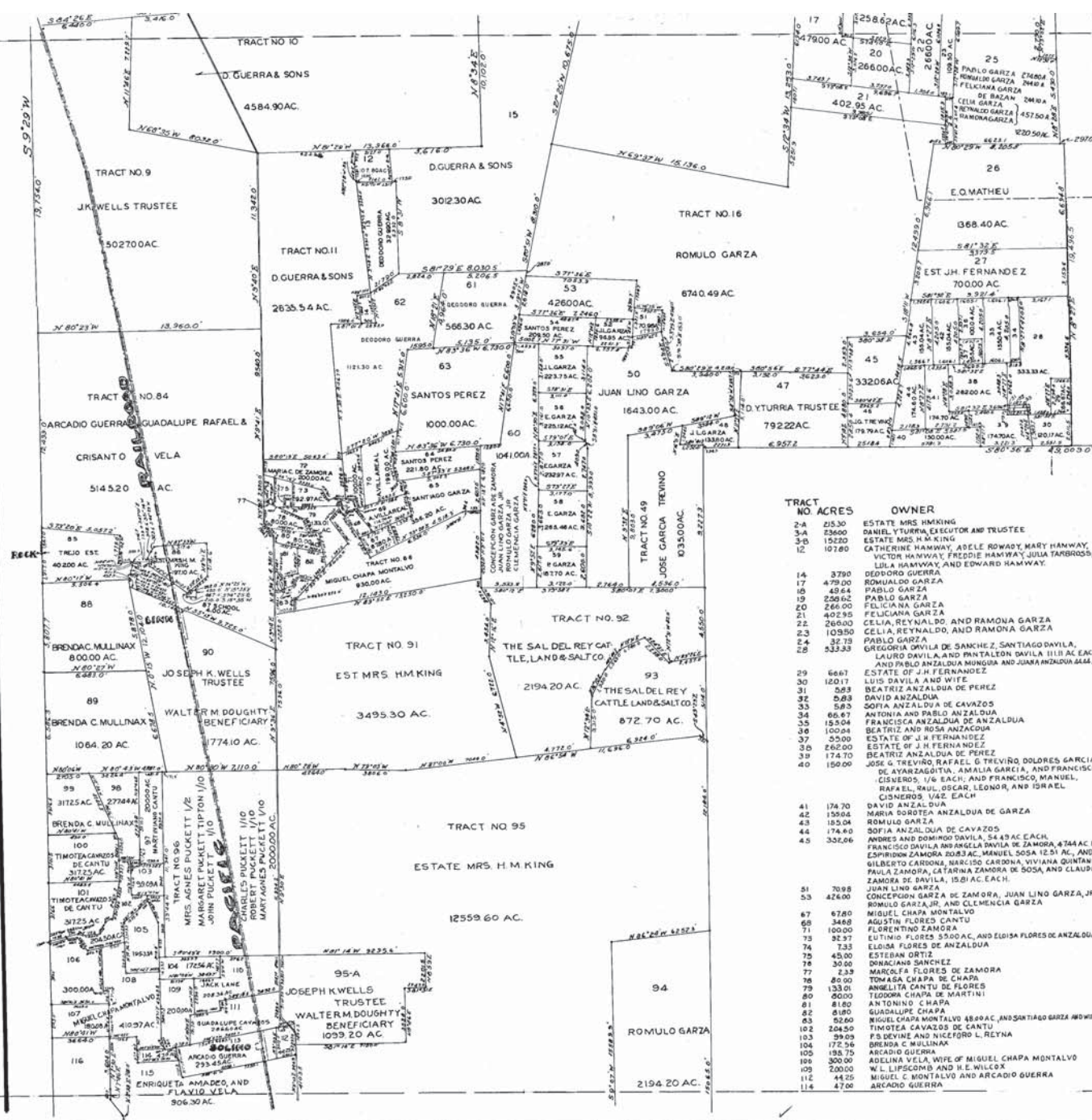


U-181  
Vol 10858-A



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KENNEDY COUNTY  
WILLACY COUNTY

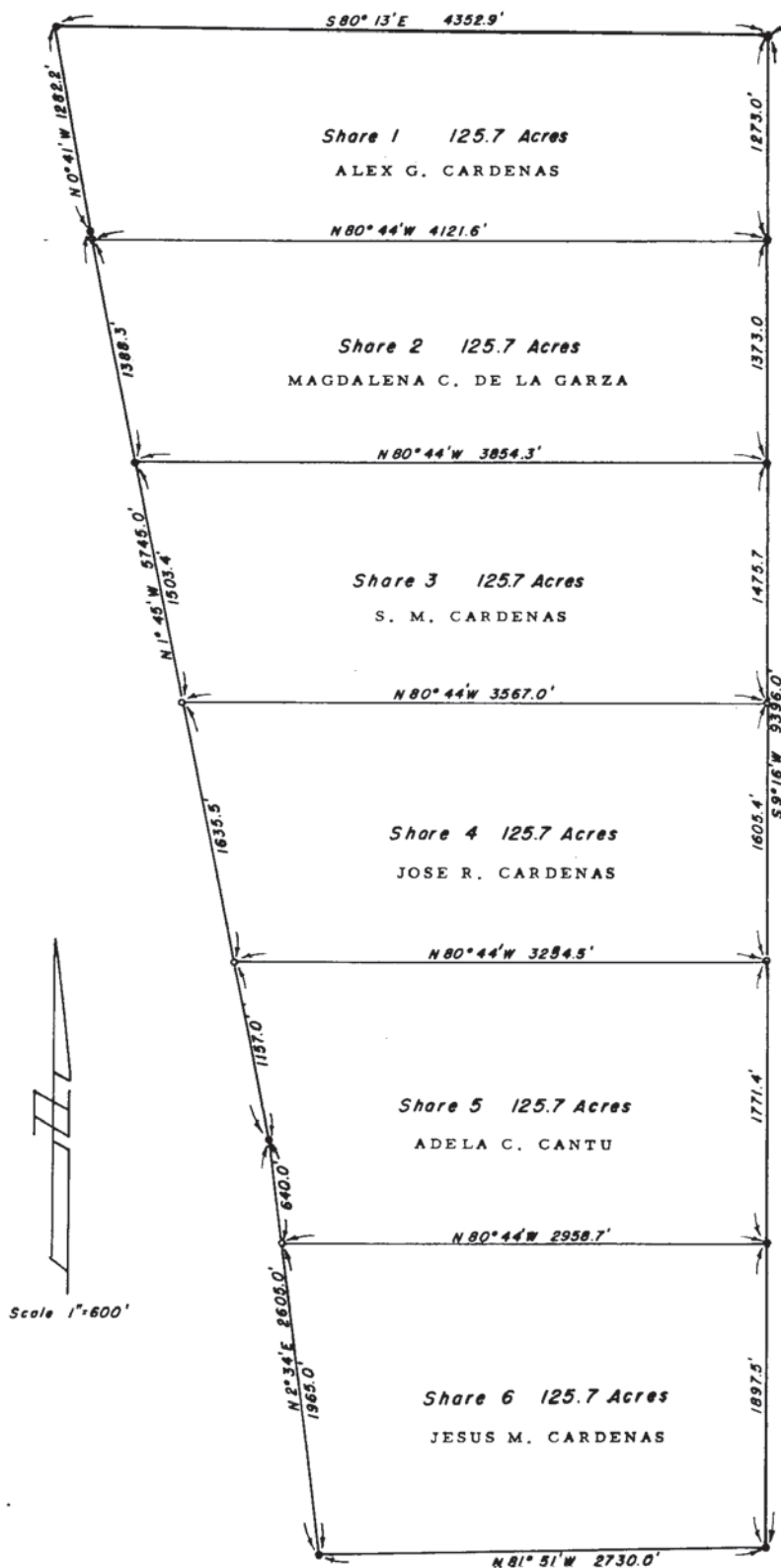


TRACT NO	ACRES	OWNER
2-A	215.30	ESTATE MRS. H.M. KING
3-A	236.00	DANIEL Y. TURR, EXECUTOR AND TRUSTEE
12	107.80	ESTATE MRS. H.M. KING
14	379.00	CATHERINE HAMWAY, ABILE ROWARD, MARY HAMWAY, VICTOR HAMWAY, FREDIE HAMWAY, JULIA HAMWAY, LULA HAMWAY, AND EDWARD HAMWAY.
17	479.00	DEODORO GUERRA
18	48.64	ROMULO GARZA
19	226.62	PABLO GARZA
20	266.00	FELICIANA GARZA
21	402.95	CELIA REYNALDO AND RAMONA GARZA
22	266.00	CELIA REYNALDO AND RAMONA GARZA
23	103.90	CELIA REYNALDO AND RAMONA GARZA
24	32.73	PABLO GARZA
28	533.33	GREGORIA OVILA DE SANCHEZ, SANTIAGO DAVILA, LAURO DAVILA AND PANTALEON DAVILA 1/3 EACH AND PABLO ANZALDUA MUNDO AND JUANA ANZALDUA 1/3 EACH
29	666.7	ESTATE OF J.H. FERNANDEZ
30	1201.17	LUIS DAVILA AND WIFE
31	5.83	BEATRIZ ANZALDUA DE PEREZ
32	5.83	BEATRIZ ANZALDUA DE PEREZ
33	5.83	BEATRIZ ANZALDUA DE PEREZ
34	66.67	ANTONIA AND PABLO ANZALDUA
35	15.04	FRANCISCA ANZALDUA DE ANZALDUA
36	100.04	BEATRIZ AND ROSA ANZALDUA
37	35.00	ESTATE OF J.H. FERNANDEZ
38	262.00	ESTATE OF J.H. FERNANDEZ
39	174.70	BEATRIZ ANZALDUA DE PEREZ
40	150.00	JOSE G. TREVIÑO, RAFAEL G. TREVIÑO, DOLORES GARCIA DE AYAZAGOTIA, AMALIA GARCIA, AND FRANCISCO CISNEROS, 1/5 EACH; AND FRANCISCO, MANUEL, RAFAEL, RAUL, OSCAR, LEONOR, AND ISRAEL CISNEROS, 1/5 EACH
41	174.70	DAVID ANZALDUA
42	150.04	MARIA DOROTEA ANZALDUA DE GARZA
43	185.04	ROMULO GARZA
44	174.40	SOFIA ANZALDUA DE CAVAZOS
45	352.06	ANDRES AND DOMINGO DAVILA, 34.49 AC EACH, FRANCISCO DAVILA AND ANGELA DAVILA DE ZAMORA, 4.64 AC EACH, ESPERIDON ZAMORA 20.33 AC, MANUEL SOSA 12.51 AC, AND GILBERTO CARDONA, MARCELO CARDONA, VIVIANA GUINILLA, PAULA ZAMORA, CATARINA ZAMORA DE SOSA, AND CLAUDINA ZAMORA DE DAVILA, 15.81 AC EACH
51	70.98	JUAN LINO GARZA
53	476.00	CONCEPCION GARZA DE ZAMORA, JUAN LINO GARZA, JR., ROMULO GARZA, JR., AND CLEMENCIA GARZA
67	67.80	MIGUEL CHAPA MONTALVO
68	346.8	AGUSTIN FLORES CANTU
71	100.00	FLORENTINO ZAMORA
73	82.37	EUTIMIO FLORES 55.00 AC, AND ELOISA FLORES DE ANZALDUA 379.7 AC
74	7.33	ELOISA FLORES DE ANZALDUA
75	45.00	ESTEBAN ORTIZ
76	30.00	DONACIANO SANCHEZ
77	2.39	MARCELO FLORES DE ZAMORA
78	80.00	TOMASA CHAPA DE CHAPA
79	133.01	ANGELITA CANTU DE FLORES
80	60.00	TEODORA CHAPA DE MARTINI
81	41.00	ANTONIO C. CHAPA
82	61.80	GUADALUPE CHAPA
83	62.60	MIGUEL CHAPA MONTALVO 48.00 AC, AND SANTIAGO GARZA WHITE 4.60 AC
102	204.50	TIMOTEA CAVAZOS DE CANTU
103	39.00	P.D. DEVINE AND NICEFERO L. REYNA
104	172.96	BRENDA C. MULLINAX
105	193.75	ARCADIO GUERRA
106	300.00	ADOLINA VELA, WIFE OF MIGUEL CHAPA MONTALVO
107	200.00	W.L. LISCORON AND H.E. WILCOX
108	44.25	MIGUEL C. MONTALVO AND ARCADIO GUERRA
116	47.00	ARCADIO GUERRA



ENLARGED SKETCH OF TRACTS 73 TO 83





N. E. Corner  
Tract 158

WE, THE UNDERSIGNED OWNERS OF THE TRACT HEREON DESCRIBED, HAVING MUTUALLY AGREED TO PARTITION THE SURFACE ESTATE ONLY, DO HEREBY ACCEPT AND ADOPT THIS PLAT DIVIDING THE SURFACE ESTATE OF SAID TRACT INTO SIX EQUAL SHARES.

*Adela Cardenas Cantu*  
ADELA CARDENAS CANTU S. M. CARDENAS

*Alex G. Cardenas*  
ALEX G. CARDENAS

*Magdalena C. de la Garza*  
MAGDALENA C. DE LA GARZA

*Jose R. Cardenas*  
JOSE R. CARDENAS

STATE OF TEXAS:  
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ADELA CARDENAS CANTU, S. M. CARDENAS, ALEX G. CARDENAS, JESUS M. CARDENAS AND MAGDALENA C. DE LA GARZA, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21 DAY OF February A. D., 1967.

*Carrie Newman*  
NOTARY PUBLIC IN AND FOR  
HIDALGO COUNTY, TEXAS

STATE OF TEXAS:  
COUNTY OF BEXAR:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOSE R. CARDENAS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 7 DAY OF Feb. A. D., 1967.

*Kathleen Hartman*  
NOTARY PUBLIC IN AND FOR  
BEXAR COUNTY, TEXAS

APPROVED FOR RECORDING  
BY  
COMMISSIONERS' COURT

This the 21 day of February, 1967  
SANTOS SALDANA, County Clerk  
Hidalgo County, Texas

*Francis Salas* Deputy



FILED FOR RECORD THIS DATE  
At 11:52 o'clock P. M.

FEB 21 1967

SANTOS SALDANA  
County Clerk, Hidalgo County, Texas  
By *M. Headley* Deputy

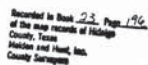
PLAT SHOWING  
MUTUAL PARTITION OF TRACT 158  
SAN SALVADOR DEL TULE GRANT  
HIDALGO, TEXAS

PREPARED BY:

CHARLES L. MELDEN  
CIVIL ENGINEER AND SURVEYOR  
EDINBURG, TEXAS

JANUARY 27, 1967





## **APPENDIX IA3**

### **BOUNDARY METES AND BOUNDS**



## **EXHIBIT "A"**

### **PERMIT BOUNDARY CITY OF EDINBURG LANDFILL LEGAL DESCRIPTION 602.52 ACRE TRACT**

**BEING** a 602.52 acre tract of land comprised of Lots 42-46 & 57-61, Block 42, South Texas Development Company Subdivision, as shown on a map recorded in Volume 9, Page 44, Map Records Hidalgo County, Texas, and Lots 1-24, The Re-Subdivision of the Citrus Fruit Development Company's Land, as shown on a map recorded in Volume 9, Page 38, Map Records Hidalgo County, Texas, Lots 1-10, Block 51, Lots 1-10, Block 50, and a portion of Lots 6-10, Block 43, all being of the Citrus Fruit Development Company's Land, as shown on a map recorded in Volume 6, Page 430 – 431, Map Records Hidalgo County, Texas, as well as portions of Share 5 & 6, of the Mutual Partition of Tract 158, San Salvador Del Tule Grant, as shown on a map recorded in Volume 16, Page 11, Map Records Hidalgo County, Texas and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod found at the intersection of two county roads platted yet unopened, for the southwest corner of Lot 6, said Block 50, for the southwest corner and the **POINT OF BEGINNING** of the herein described tract;

**THENCE** North 08°47'19" East, with the west line of said Block 50, at a distance of 2060.15 feet pass a cotton spindle found at the intersection of the centerline of Encintos Road and the centerline of the platted yet unopened road for the southwest corner of Lot 6, said Block 43, continue for a total distance of 2470.00 feet to a calculated point on the west line of Lot 6, said Block 43, for a northwest corner of the herein described tract;

**THENCE** South 81°13'21" East, crossing Lots 6-10, said Block 43, a distance of 2103.60 feet to a calculated point on the common boundary of said Block 42 & 43, and for an interior corner of the herein described tract;

**THENCE** North 08°46'39" East, with the west line of said Block 42, a distance of 635.96 feet to a 5/8" iron rod found for corner of the herein described tract;

**THENCE** North 08°46'38" East, with the west line of said Block 42, a distance of 1025.08 feet to an iron pipe found in the centerline of a platted yet unopened road, for the northwest corner Lot 42 of said Block 42, and for the northwest corner of the herein described tract;

**THENCE** South 81°25'29" East, with the north line of said Block 42, a distance of 2102.31 feet to a 5/8" iron rod found for the northeast corner of Lot 57, said Block 42, and for a corner of the herein described tract;

**THENCE** South 81°16'58" East, with the north line of The Re-Subdivision of the Citrus Fruit Development Company's Land, a distance of 2056.54 feet to a calculated point in the west line of Share 3, of said Mutual Partition, for the northeast corner of Lot 13, of said Re-Subdivision of the Citrus Fruit Development Company's Land, and for the northeast corner of the herein described tract;

**THENCE** South 02°00'45" East, with the east line of said Re-Subdivision of the Citrus Fruit Development Company's Land, a distance of 764.09 feet to a calculated corner for an outside corner of the herein described tract;

**THENCE** South 02°11'40" East, with the east line of said Re-Subdivision of the Citrus Fruit Development Company's Land, a distance of 1167.07 feet to a 5/8" iron rod found for the northwest corner of said Share 5, of said Mutual Partition, and for an interior corner of the herein described tract;

**THENCE** South 80°38'14" East, with the north line of said Share 5, a distance of 1313.67 feet to a calculated point for a northeast corner of the herein described tract;

**THENCE** South 08°47'42" West, crossing said Share 5, a distance of 1609.05 feet to a calculated point for a southeast corner of the herein described tract;

**THENCE** South 62°52'20" West, crossing said Share 5 and Share 6 of said Mutual Partition, a distance of 1064.05 feet to a calculated point for the southeast corner of the herein described tract;

**THENCE** North 81°12'18" West, with the centerline of a platted yet unopened road, same being the south line of Re-Subdivision of the Citrus Fruit Development Company's Land, the south line of said Block 51 and the south line of said Block 50, a distance of 7079.33 feet to the **POINT OF BEGINNING** and containing 602.52 acre of land.

NOTE:

ALL BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM FOR THE LAMBERT SOUTH ZONE NAD 1983.

Stacey King Mora

**Stacey King Mora, RPLS**  
**Registered Professional Land Surveyor**  
**Texas Registration No. 6166**  
**Naismith Engineering, Inc.**

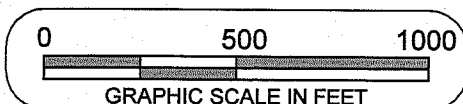
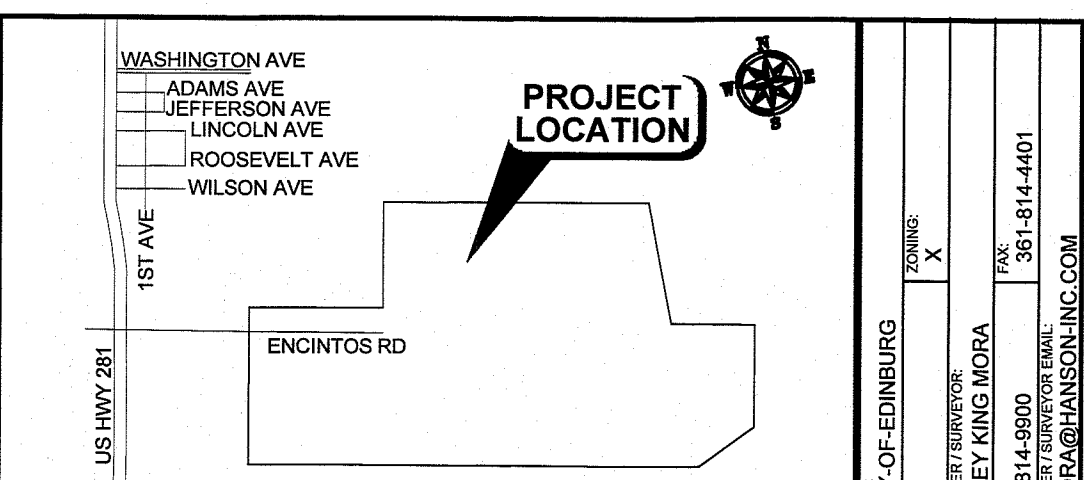


**TBPE F#355    TBPLS F# 100395-00**

**Date:** March 4, 2016

**APPENDIX IA4**

**BOUNDARY METES AND BOUNDS EXHIBIT**



**PERMIT BOUNDARY, CITY OF EDINBURG LANDFILL  
602.52 ACRES  
HIDALGO COUNTY, TEXAS**


**HANSON**

**Naismith/Hanson**  
Engineering | Planning | Architecture | Allied Services

SHEET 1 OF 1

STATE OF TEXAS  
REGISTERED  
★  
STACEY KING MORA  
6166  
PROFESSIONAL  
LAND SURVEYOR

- THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

**APPENDIX IA5**

**PROPERTY OWNER AFFIDAVIT**





## PROPERTY OWNER AFFIDAVIT

I/We, Richard M. Hinojosa as City Manager, as authorized signatory for The City of Edinburg, acknowledge that the State of Texas may hold me either jointly or severally responsible for the operations, maintenance, and closure and post-closure care of the facility. For a facility where waste will remain after closure, I acknowledge that I have a responsibility to file with the county deed records an affidavit to the public advertising that the land will be used for a Solid Waste Facility prior to the time that the facility actually begins operating as a Municipal Solid Waste Landfill Facility, and to file a final recording upon completion of disposal operations and closure of the landfill units in accordance with Title 30 Texas Administrative Code §330.19, Deed Restriction. I further acknowledge that I or the operator and the State of Texas shall have access to the property during the active and post-closure care period.”

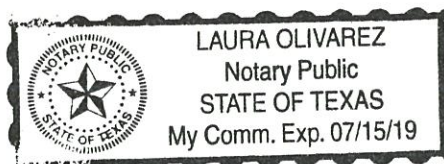
State of Texas§

County of Hidalgo§

Before me, the undersigned notary public, this day, personally, appeared Richard M. Hinojosa to me known, who being duly sworn according does solemnly swear that the information herein and attached is true and correct.

Subscribed and sworn before me this 5th day of August, 20 16.

Richard M. Hinojosa

  
Signature of Notary

Commission Expires: 7/15/19



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 388-8204 • Fax (956) 383-7111





## PROPERTY OWNER AFFIDAVIT

I/We, Ramiro L. Gomez as Director of Solid Waste Management, as authorized signatory for The City of Edinburg, acknowledge that the State of Texas may hold me either jointly or severally responsible for the operations, maintenance, and closure and post-closure care of the facility. For a facility where waste will remain after closure, I acknowledge that I have a responsibility to file with the county deed records an affidavit to the public advertising that the land will be used for a Solid Waste Facility prior to the time that the facility actually begins operating as a Municipal Solid Waste Landfill Facility, and to file a final recording upon completion of disposal operations and closure of the landfill units in accordance with Title 30 Texas Administrative Code §330.19, Deed Restriction. I further acknowledge that I or the operator and the State of Texas shall have access to the property during the active and post-closure care period.”

State of Texas§

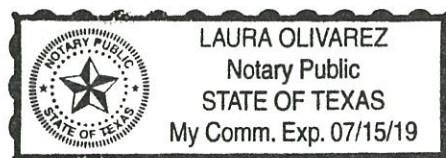
County of Hidalgo§

Before me, the undersigned notary public, this day, personally, appeared Ramiro L. Gomez to me known, who being duly sworn according does solemnly swear that the information herein and attached is true and correct.

Subscribed and sworn before me this 5<sup>th</sup> day of August, 2014.

  
\_\_\_\_\_  
Ramiro L. Gomez

  
\_\_\_\_\_  
Signature of Notary



Commission Expires: 7/15/19



**415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540**  
**Phone (956) 388-8204 • Fax (956) 383-7111**



## **APPENDIX IB**

### **LEGAL AUTHORITY**

## LEGAL AUTHORITY

The sole owner and operator of the Edinburg Sanitary Landfill is the City of Edinburg. Under Texas law the City has the responsibility to provide for the management of solid waste generated by residences and business within its city limits.

## CHARTER

### ARTICLE I. INCORPORATION, POWERS AND TERRITORY

#### SECTION 1. CORPORATION NAME AND STATUS.

The inhabitants of the City of Edinburg in Hidalgo County, Texas, residing within its territorial limits, as these limits are now established, or are hereafter established in the manner provided by this charter, shall continue to be and are hereby constituted a body politic and corporate by the name of the City of Edinburg, and under that name shall have succession; may use a corporate seal; may sue and be sued; may acquire property within or without its boundaries for any municipal purpose, in fee simple or lesser interest or estate, by purchase, gift, devise, lease or condemnation and may sell, lease, hold, manage, and control such property as its interest may require; may co-operate with the federal government or any agency of the government of the United States or the government of the State of Texas or any agency of the government of the State of Texas, or any political subdivision of the State of Texas, to accomplish any lawful purpose for the advancement of the interest, welfare, health, morals, comfort, safety and convenience of the city or its inhabitants; and may pass such ordinances as may be expedient for maintaining and promoting the peace and government and welfare of the city and for the performance of the functions thereof; except as prohibited by the constitution and laws of the State of Texas or restricted by this charter, the city shall have and may exercise all municipal powers, functions, rights, privileges and immunities of every nature whatsoever.

**Statutory reference:**

*Authority to adopt and amend charter, see Tex. Local Gov't Code §§ 9.001 et seq.*

## CHARTER HISTORY

According to Secretary of State's Office Records, the table below summarizes charter adoption and filing of new charters.

Date	Record	Book	Page
6/31/28	Adopted May 5, 1928; Council-Manager, Commission form of Government	7	325
5/28/49	Filed New Charter	12	99
7/15/53	Filed New Charter	15	30

According to the Code of Ordinances, the table below summarizes charter amendments.

Charter Articles		Amendment History	
I	Incorporation, Powers and Territory		
§1	Corporate name and status		
§1-A	Appropriation of sales tax revenue for promotion, etc.	10/21/69 1/22/96	Am. Ord. 410 Am. Ord. 1719
§2	Enumerated powers not exclusive	1/22/96	Am. Ord. 1719
§3	Provision relating to assignment, execution and garnishment		
§4	Altering city limits	1/22/96	Am. Ord. 1719

<b>II Governing Body</b>			
§1	The City Council	1/22/96	Am. Ord. 1719
§2	Election and tenure of Mayor and Council Members	4/15/75 11/17/81 1/22/96 11/16/11	Order of 4-15-75 Res. 882 Am. Ord. 1719 Am. Ord. 2011-3535
§3	Qualifications of Mayor and Council Members	1/22/96	Am. Ord. 1719
§4	Vacancies	1/22/96	Am. Ord. 1719
§5	Salaries	1/22/96	Am. Ord. 1719
§6	Forfeiture of offices	1/22/96	Am. Ord. 1719
<b>III Procedures of the City Council, Legislation</b>			
§1	Meeting of the City Council	1/22/96	Am. Ord. 1719
§2	Mayor and Mayor Pro Tem	1/22/96	Am. Ord. 1719
§3	City Secretary	1/22/96	Am. Ord. 1719
§4	Rules of the City Council	1/22/96	Am. Ord. 1719
§5	Quorum	1/22/96	Am. Ord. 1719
§6	Introduction and passage of ordinances and resolutions	1/22/96	Am. Ord. 1719
§7	When ordinances and resolutions shall take effect - emergency measures	1/22/96	Am. Ord. 1719
§8	Authentication and publication of ordinances and resolutions	1/22/96	Am. Ord. 1719
§9	Official newspaper	1/22/96 11/16/11	Am. Ord. 1719 Am. Ord. 2011-3535
<b>IV Nominations and Elections</b>			
§1	Municipal elections	1/22/96	Am. Ord. 1719
§2	Regulations of elections	1/22/96	Am. Ord. 1719
§3	Nominations	1/22/96	Am. Ord. 1719
§4	Posting notice	1/22/96	Am. Ord. 1719
§5	Ballots	1/22/96	Am. Ord. 1719
§5-A	Election by majority	11/17/81 1/22/96	Res. 882 Am. Ord. 1719
§6	Laws governing city elections	1/22/96	Am. Ord. 1719
§7	Canvassing elections	1/22/96	Am. Ord. 1719
<b>V Administrative Service</b>			
§1	The City Manager	1/22/96	Am. Ord. 1719
§2	Qualifications	1/22/96	Am. Ord. 1719
§3	Term and removal	1/22/96	Am. Ord. 1719
§4	General powers and duties of the Manager	1/22/96	Am. Ord. 1719
§5	Responsibility of Manager — powers of appointment and removal	1/22/96	Am. Ord. 1719
§6	Removal of officers and employees	1/22/96	Am. Ord. 1719
§7	City Council not to interfere in appointments or removals	1/22/96	Am. Ord. 1719
§8	Administrative departments	1/22/96	Am. Ord. 1719
§9	Director of departments	1/22/96	Am. Ord. 1719
§10	Department divisions		
§11	Investigation by City Council or Manager	1/22/96	Am. Ord. 1719
<b>VI Department of Law</b>			
§1	City Attorney: duties	1/22/96	Am. Ord. 1719
§2	Removal from office	1/22/96	Am. Ord. 1719
<b>VII Department of Finance</b>			
§1	Organization, powers and duties of Department of Finance	1/22/96	Am. Ord. 1719
§2	Fiscal year		
§3	City budget: to be itemized		
§4	City budget: filing	1/22/96	Am. Ord. 1719
§5	City budget: finalization	1/22/96	Am. Ord. 1719
§6	Work program and allotments	1/22/96	Am. Ord. 1719
§7	Transfer of appropriations	1/22/96	Am. Ord. 1719
§8	Money drawn in accordance with appropriation	1/22/96	Am. Ord. 1719
§9	Purchase procedures	1/22/96	Am. Ord. 1719



§10	Custody of city monies		
§11	Issuance of bonds	10/21/69 1/22/96	Am. Ord. 410 Am. Ord. 1719
§12	Temporary borrowing	1/22/96	Am. Ord. 1719
§13	[Reserved]	3/7/89	Am. Ord. 1323
§14	Independent audit	1/22/96	Am. Ord. 1719
<b>VIII Municipal Court</b>			
§1	Municipal Court Judge	1/22/96 11/16/11	Am. Ord. 1719
§2	Municipal Court Clerk	1/22/96	Am. Ord. 1719
<b>IX City Planning and Zoning Commission</b>			
§1	Establishment, membership, duties and terms	4/15/75 1/22/96	Order of 4-15-75 Am. Ord. 1719
<b>X Taxation</b>			
§1	Powers to tax	1/22/96	Am. Ord. 1719
§2	Assessment and collection of taxes	1/22/96	Am. Ord. 1719
§3	Board of Equalization	4/15/75 1/22/96	Order of 4-15-75 Am. Ord. 1719
§4	Seizure and sale for delinquent taxes	1/22/96	Am. Ord. 1719
§5	Advertisement and sale of property; delinquent taxes	1/22/96	Am. Ord. 1719
§6	Taxes; when due and payable, interest and penalties	1/22/96	Am. Ord. 1719
§7	Tax liens	1/22/96	Am. Ord. 1719
§8	Personal property; removal and procedure	1/22/96	Am. Ord. 1719
§9	Tax suits: foreclosure and redemption	1/22/96	Am. Ord. 1719
§10	Tax suits: parties and process		
§11	Tax suits: citation by publication and trial		
§12	Tax suits: procedure		
§13	Tax suits: evidence	1/22/96	Am. Ord. 1719
§14	Cost in tax suits		
§15	Tax sales; purchases		
§16	Assessment of taxes; supplemental	1/22/96	Am. Ord. 1719
§17	Tax lien; unrendered property, unknown owner	1/22/96	Am. Ord. 1719
§18	Statute of limitations; regularities or procedure	1/22/96	Am. Ord. 1719
§19	Property subject to taxation		
§20	Laws continued in force; occupation tax	1/22/96	Am. Ord. 1719
<b>XI Condemnation and Special Assessment</b>			
§1	Power of condemnation and special assessment		
§2	Special assessment method and procedure	1/22/96	Am. Ord. 1719
§3	Street improvements; legislative acts invoked	1/22/96	Am. Ord. 1719
§4	Eminent domain	1/22/96	Am. Ord. 1719
<b>XII Franchises and Public Utilities</b>			
§1	Powers of the city		
§2	Franchise; power of City Council	1/22/96	Am. Ord. 1719
§3	Term and plans of purchase		
§4	Right of regulation		
§5	Consent of property owners	1/22/96	Am. Ord. 1719
§6	Extensions		
§7	Other conditions	1/22/96	Am. Ord. 1719
§8	Franchise records		
§9	Accounts of municipally owned utilities	1/22/96	Am. Ord. 1719
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***Statutory reference:***

*Home Rule Municipalities generally, see Tex. Const. Art. XI, § 5 and Tex. Local Gov't Code §§ 5.004 and 9.001 et seq.*

## **ARTICLE I. INCORPORATION, POWERS AND TERRITORY**

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### **SECTION 1. CORPORATE NAME AND STATUS.**

The inhabitants of the City of Edinburg in Hidalgo County, Texas, residing within its territorial limits, as these limits are now established, or are hereafter established in the manner provided by this charter, shall continue to be and are hereby constituted a body politic and corporate by the name of the City of Edinburg, and under that name shall have perpetual succession; may use a corporate seal; may sue and be sued; may acquire property within or without its boundaries for any municipal purpose, in fee simple or lesser interest or estate, by purchase, gift, devise, lease or condemnation and may sell, lease, hold, manage, and control such property as its interest may require; may co-operate with the federal government or any agency of the government of the United States or the government of the State of Texas or any agency of the government of the State of Texas, or any political subdivision of the State of Texas, to accomplish any lawful purpose for the advancement of the interest, welfare, health, morals, comfort, safety and convenience of the city or its inhabitants; and may pass such ordinances as may be expedient for maintaining and promoting the peace and government and welfare of the city and for the performance of the functions thereof; and, except as prohibited by the constitution and laws of the State of Texas or restricted by this charter, the city shall have and may exercise all municipal powers, functions, rights, privileges and immunities of every nature whatsoever.

***Statutory reference:***

*Authority to adopt and amend charter, see Tex. Local Gov't Code §§ 9.001 et seq.*

### **SECTION 1-A. APPROPRIATION OF SALES TAX REVENUE FOR PROMOTION, ETC.**

The city council may appropriate sales tax revenue in accordance with appropriate state law.  
(Am. Ord. 410, passed 10-21-69 [Amendment #4]; Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Use of sales tax, see Tex. Tax Code §§ 321.506 and 321.507*

**SECTION 2. ENUMERATED POWERS NOT EXCLUSIVE.**

The enumeration of particular powers of this charter shall not be held or deemed to be exclusive but in addition to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the City of Edinburg shall have, and may exercise all powers of local self-government not prohibited by the Constitution or state law. All powers of the city; whether expressed or implied, shall be exercised in the manner prescribed by this charter, or if not prescribed therein, then in the manner provided by ordinance or resolution of the city council.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 3. PROVISION RELATING TO ASSIGNMENT, EXECUTION AND GARNISHMENT.**

The property, real and personal, belonging to the city shall not be liable to be sold or appropriated under any writ of execution or cost bill. The funds belonging to the city, in the hands of any person, firm or corporation shall not be liable to garnishment; nor shall the city be liable to garnishment on account of any debt it may owe or funds or property it may have on hand belonging to any person. Neither the city nor any of its officers or agents shall be required to answer any such writ of garnishment on any account whatever. The city shall not be obligated to recognize any assignment of wages or funds by its employees, agents or contractors.

***Statutory reference:***

*Authority, see Tex. Local Gov't Code § 101.023*

**SECTION 4. ALTERING CITY LIMITS.**

Territory may be annexed to or excluded from the city in any manner in this section provided.

(a) *By petition.* Whenever a majority of the qualified voters who are citizens of the State of Texas and inhabitants of any territory adjoining the then city limits of the City of Edinburg, or in case there are no qualified voters in said territory, then when persons owning a majority in area of the land in said territory, desire the annexation of such territory to Edinburg, they may present a written petition to that effect to the city council and shall attach to said petition the affidavit of one or more of their number to the effect that said petition is signed by a majority of such qualified voters, or in case there are no qualified voters, said affidavit shall be to the effect that there are no qualified voters in said territory and that the persons signing said petition own a majority in area of the land in said territory; and thereupon the city council at a regular session held not sooner than twenty (20) days after the presentation of said petition may by ordinance annex such territory to Edinburg and thenceforth the said territory shall be a part of Edinburg, and the inhabitants thereof shall be entitled to all the rights and privileges of other citizens and shall be bound by the acts, ordinances, resolutions and regulations of said city.

(b) *By the city council.* The city council shall have power by ordinance to fix the boundary limits of Edinburg; and to provide for the extension of said boundary limits and the annexation of additional territory lying adjacent to said city, with or without the consent of the territory and inhabitants annexed. Upon the introduction of such an ordinance by the city council, it shall be

published in a newspaper published in the City of Edinburg, and shall not thereafter be finally acted upon until at least thirty (30) days have elapsed after the first publication thereof. Any citizen of Edinburg, or of the territory to be annexed, shall have the right to contest said annexation by filing with the city council a written complaint setting out the reasons for said contest, and after such citizen or citizens shall have been given an opportunity to be heard, said ordinance, in original or amended form, as said city council in its judgment may determine, may be finally passed, and the territory so annexed shall be a part of Edinburg, and the inhabitants thereof shall be entitled to all rights and privileges of other citizens and shall be bound by the acts, ordinances, resolutions and regulations of said city.

(c) There shall be set forth in every ordinance in and by which territory is annexed to the City of Edinburg a clear and definite description of the territory annexed, either by metes and bounds, or otherwise, so as to clearly and definitely define the same, but it shall not be necessary to embody such description in the title or caption of such ordinance.

(d) All territory annexed to the City of Edinburg under the provisions of this section shall become and be thereafter liable for all just and legal indebtedness of the city without reference to when such debts were contracted, and the city council shall have power to provide for the assessment and collection of taxes upon all property within such annexed territory to meet any such indebtedness, on the same basis as other property in the city.

(e) Whenever there exists within the corporate limits of the City of Edinburg any territory contiguous to such city limits, not suitable or necessary for city purposes, the city council may, upon a petition signed by a majority of the qualified voters residing in such territory, if the same be inhabited, or without any such petition if the same be uninhabited, by ordinance duly passed by a four-fifths ( $\frac{4}{5}$ ) vote of all members of the city council, discontinue said territory as a part of said city. Said petition and ordinance shall specify accurately the metes and bounds of the territory sought to be eliminated from the city and shall contain a plat designating such territory so that the same can be definitely ascertained; and when said ordinance has been duly passed, the same shall be entered upon the minutes and records of said city, and from and after the entry of such ordinance, said territory shall cease to be a part of said city, but said territory shall still be liable for its pro rata share of any debts incurred while said area was a part of said city. All taxes levied by the city on property in the area excluded from the boundaries of the city under the provisions hereof, remaining unpaid at the time of said exclusion, and the liens thereof, and the liability of the owners therefor, shall continue in full force and effect and be collectable and enforceable in the same manner and to the same extent as if said property had remained within and as a part of said city. The city council shall determine, at the time of the exclusion of said area from the city, what unpaid debts of the city said excluded territory is liable for, and shall determine the pro rata part of said indebtedness that said excluded area remains liable for, and such pro rata part, in amount, shall be set forth in the ordinance of exclusion. Said pro rata part of said indebtedness shall be that portion thereof which the assessed valuation of property in the excluded area bears to be the total assessed valuation of the property in the city as a whole, according to the latest assessment rolls of the city, and the property in said excluded area shall remain subject to annual taxation by the city for payment of the pro rata part of said indebtedness for which the property in said excluded area is liable, determined as herein provided, until the entire amount of such pro rata part of said indebtedness shall have been paid. All taxes assessed against the property in said excluded area for the payment of its pro rata part of said indebtedness shall be credited upon the amount of said indebtedness for which said excluded area remains liable; provided that the owners of the taxable property in said excluded area may at any time discharge said property from any further liability for said indebtedness by paying in a lump sum



the then unpaid portion of said indebtedness for which the property in said excluded area remains liable. In the event such payment and discharge for such unpaid portion of said indebtedness, the city council shall execute a recordable instrument, in writing, evidencing such payment and discharge.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Altering city limits, see Tex. Local Gov't Code § 43.021*

*Annexation, see Tex. Local Gov't Code §§ 43.021 et seq.*

## **ARTICLE II. GOVERNING BODY**

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### **SECTION 1. THE CITY COUNCIL.**

Except as otherwise provided in this charter, all powers of the City of Edinburg shall be vested in a city council of the City of Edinburg.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Form of government, see Tex. Local Gov't Code § 26.021*

### **SECTION 2. ELECTION AND TENURE OF MAYOR AND COUNCIL MEMBERS.**

(a) Except as otherwise provided in this charter the Mayor and four (4) Council Members of the City shall be elected At-large by the qualified voters of the City of Edinburg at general elections to be held for that purpose, and shall hold office for four (4) years and until their successors shall have been elected and qualified. This amendment shall be effective immediately following its passage. As such, the current Mayor and Council Members' terms shall be extended for an additional one (1) year. However, each council member's position shall be designated by place and candidates for such position shall designate the place for which he/she seeks his/her election, and such candidate receiving a plurality of votes in each place shall be considered elected for such term and position.

(b) Elections for Mayor and Council Members will be held in accordance with current Texas law and the uniform election dates.

(c) The Mayor and Council Members who are duly elected shall be prohibited from serving in their respective elective positions for more than three (3) successive terms. This amendment shall be effective on the first opposed or unopposed election of the Mayor and Council Members following its passage.

(Order of 4-15-75 [Amendment #1, #2]; Am. Res. 882, passed 11-17-81 [Amendment #7]; Am. Ord. 1719, passed 1-22-96; Am. Ord. 2011-3535 [Amendment #1, #2, #3])

***Statutory reference:***

*Uniform election dates, see Tex. Election Code §§ 41.001 et seq.*

**SECTION 3. QUALIFICATIONS OF MAYOR AND COUNCIL MEMBERS.**

The mayor and the several council members shall be qualified voters of the City of Edinburg; shall have attained the age of eighteen (18) years; and shall have resided for at least twelve (12) months next preceding his/her election within the corporate limits of the City of Edinburg; provided that if any territory shall have been legally annexed to and incorporated within the boundaries of the City of Edinburg, after the going into effect of this charter, any person who shall have resided in such annexed territory for twelve (12) months next preceding such election and who possesses all other qualifications for council member or mayor herein provided, shall be eligible to be elected mayor or council member. Any mayor or council member ceasing to possess any of the qualifications specified in this section, or who is convicted of a felony while in office, shall ipso facto forfeit and vacate his/her office as mayor or council member, as the case may be.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

Qualifications of candidates generally, see Tex. Election Code § 141.001

**SECTION 4. VACANCIES.**

Vacancies in the city council, including the office of mayor, shall be filled by the remaining members of the city council for the remainder of the unexpired term, by appointment of a person or persons qualified to hold the offices vacated, according to the provisions of Section 3, hereof.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 5. SALARIES.**

The mayor and council members shall serve without compensation.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 6. FORFEITURE OF OFFICES.**

The mayor or any council member who shall absent himself or herself from as many as three (3) consecutive regular meetings of the city council or from as many as three (3) regular meetings out of five (5) successive regular meetings, shall forfeit his/her office as mayor or council member, and it shall be the duty of the remainder of the city council in any such case to declare such office vacant and fill the vacancy as provided in Section 4 of Article II of this charter; provided, if any such absence from a meeting has been excused by the city council at or prior to such meeting, and noted in the minutes of the board; or if such absence is found by the

remainder of the city council to have been occasioned by illness of such mayor or council member, or his/her justified absence from Hidalgo County, any such absence or excused or occasioned shall not constitute an absence forming a basis for forfeiture of the office of the absentee.

(Am. Ord. 1719, passed 1-22-96)

## **ARTICLE III. PROCEDURES OF THE CITY COUNCIL, LEGISLATION**

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### **SECTION 1. MEETING OF THE CITY COUNCIL.**

On the second Tuesday of May following a regular municipal election, the city council shall meet at the usual place for holding its meetings and the newly elected members shall assume the duties of office. Thereafter the city council shall meet at such times as may be prescribed by ordinance or resolution, but not less frequently than once each month. Special meetings shall be called by the city secretary upon request of the city council or the mayor. Any such notice shall state the subject or subjects to be considered at the special meeting and no other subject or subjects shall be there considered. All meetings of the city council and of committees thereof shall be open to the public, and the rules of the city council shall provide that the citizens of the city shall have a reasonable opportunity to be heard at any such meeting in regard to any matter considered thereat; but the city council or a committee thereof may by a majority vote of all the members authorize an executive meeting.

(Am. Ord. 1719, passed 1-22-96)

#### ***Statutory reference:***

*Open Meetings Law, see Tex. Gov't Code §§ 551.001 et seq.*

### **SECTION 2. MAYOR AND MAYOR PRO TEM.**

At the first regular meeting of the city council each year, immediately following the election and qualification of new members of said board elected at said election, or as soon thereafter as practicable, the city council shall choose one of the council members as mayor pro tem. The mayor shall preside at all meetings of the city council, at which he/she is present, and shall exercise such other powers and perform such other duties as are or may be imposed upon him/her by this charter and the ordinances of the city. He/she shall be recognized as the head of the city government for all ceremonial purposes, by the courts for serving civil processes, and by the governor for purposes of military law. In time of public danger or emergency, the mayor shall, if so authorized by order of the city council, take command of the police, maintain and restore order, and enforce the law; and for that purpose may summon, deputize, and command such additional officers from among the citizenship of the city as he/she may determine necessary for the purpose. During any absence of the mayor, or his/her inability to act, the mayor pro tem shall have the authority and perform the duties of mayor.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 3. CITY SECRETARY.**

The city council shall appoint a city secretary upon nomination by the city manager, who shall hold his/her office for a term of three (3) years unless sooner removed by the city council, but in cases of a removal from office before the expiration of a term, shall be allowed a hearing, if requested.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 4. RULES OF THE CITY COUNCIL.**

The city council shall be the judge of the election and qualification of its members and, in such cases, shall have the power to subpoena witnesses and compel the production of all pertinent books, records, and papers; but the decision of the city council in any such case shall be subject to review by the courts.

The city council shall determine its own rules and order of business and keep a journal of its proceedings. It shall have power to compel the attendance of absent members, may punish its members for disorderly behavior and, by vote of not less than a majority of all its members may expel a member for disorderly conduct or the violation of its rules; but no member shall be expelled unless notified of the charge against him/her and given an opportunity to be heard in his/her own defense.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 5. QUORUM.**

A simple majority to equal fifty-one (51) per cent of all the members of the city council shall constitute a quorum to do business but a less number may adjourn from time to time and compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance. The affirmative vote of a majority of all the members of the city council shall be necessary to adopt any ordinance, resolution, or order; except that vote to adjourn, or an action regarding the attendance of absent members, may be adopted by a majority of the members present. No member may be excused from voting except on matters involving the consideration of his/her own official conduct or when his/her financial interests are involved.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 6. INTRODUCTION AND PASSAGE OF ORDINANCES AND RESOLUTIONS.**

Ordinances and resolutions shall be introduced in the city council only in written or printed form. All ordinances, except ordinances making appropriations and ordinances codifying or rearranging existing ordinances or enacting a code of ordinances, shall be confined to one

subject, and the subject, or subjects, of all ordinances shall be clearly expressed in the title. Ordinances making appropriations shall be confined to the subject of appropriations. No ordinance shall be passed until it has been read on three (3) separate days, unless the requirements for reading it on three (3) separate days be dispensed with by a vote of not less than a majority of all the members of the council members. The final reading of each ordinance shall be in full unless a written or printed copy thereof shall have been furnished to each member of the council members prior to such reading. The yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of the proceedings of the city council. The enacting clause of all ordinances shall be "Be it ordained by the City Council of the City of Edinburg, Texas."

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 7. WHEN ORDINANCES AND RESOLUTIONS SHALL TAKE EFFECT — EMERGENCY MEASURES.**

Ordinances making the annual tax levy; appropriation ordinances, ordinances and resolutions pertaining to local improvements and assessments, ordinances and resolutions providing for or directing any investigation of city affairs, resolutions requesting information from administrative officers or directing administrative action and emergency measures shall take effect at the time indicated therein. Except as otherwise prescribed in this charter all other ordinances and resolutions passed by the city council shall take effect at the time indicated therein, but not less than ten (10) days from the date of their passage. The affirmative vote of at least a majority of all members of the city council shall be required to pass any ordinance or resolution as an emergency measure. No measure making or amending a grant, renewal or extension of a franchise or other special privilege shall ever be passed as an emergency measure.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 8. AUTHENTICATION AND PUBLICATION OF ORDINANCES AND RESOLUTIONS.**

Every ordinance shall be published in accordance with state law.

(Am. Ord. 1719, passed 1-22-96)

##### ***Statutory reference:***

*Alternative method of publication, see Tex. Local Gov't Code § 52.013*

#### **SECTION 9. OFFICIAL NEWSPAPER.**

The City Council shall, as soon as practicable, after the commencement of each fiscal or municipal year, enter into a contract with a newspaper as the official paper thereof, and continue as such until another is selected, and shall cause to publish therein all ordinances, notices, and other matters as required by the charter or by the ordinances of the City.

(Am. Ord. 1719, passed 1-22-96; Am. Ord. 2011-3535 [Amendment #4])



## ARTICLE IV. NOMINATIONS AND ELECTIONS

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### SECTION 1. MUNICIPAL ELECTIONS.

Regular elections for the choice of members of the city council whose terms of office then expire shall be held on the date prescribed by state law and ordinance.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Uniform election dates, see Tex. Election Code §§ 41.001 et seq.*

### SECTION 2. REGULATIONS OF ELECTIONS.

The city council shall make all necessary rules and regulations, not inconsistent with this charter or with the election laws of the State of Texas, for the conduct of elections, for the prevention of frauds in elections, and for the recount of the ballots in case of doubt or fraud.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Election precincts to be established, see Tex. Election Code § 42.061*

### SECTION 3. NOMINATIONS.

Any person possessing the qualifications for office set forth in this charter and by state law may become a candidate for any elected office to be filled at any regular municipal election herein provided for. He/she may have his/her name placed on the official ballot for such office by filing an application in conformity with city ordinance and state law.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Nominations for city elections, see Tex. Election Code §§ 143.001 et seq.*

### SECTION 4. POSTING NOTICE.

The city secretary shall at least ten (10) days before the printing of ballots for each city election at which officers are to be elected, post in a conspicuous place in his/her office for inspection of the public a list of the names of all candidates who have filed their own petitions or who have been nominated by petitions for the offices to be voted on at such election.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 5. BALLOTS.**

The full names of candidates who have filed for office in accordance with provisions of this charter and state law shall be printed on the official ballots as candidates for the respective offices in accordance with the requirements of state law.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Ballots, see Tex. Election Code §§ 52.001 et seq.*

**SECTION 5-A. ELECTION BY MAJORITY.**

At each election of the mayor, the municipal court judge and council members, the candidates receiving a plurality of votes for said respective offices shall be declared elected.

(Am. Res. 882, passed 11-17-81 [Amendment #7]; Am. Ord. 1719, passed 1-22-96)

***Editor's note:***

*Ord. 1187, passed 4-15-86, did not specifically amend the Code but provided as follows:*

*"Section I. When the Edinburg Municipal Runoff Election coincides with the state party primary elections, the date for the holding of such runoff election shall be moved to the Saturday immediately following such primary elections.*

*Section II. All provisions of Tex. Election Code §§ 2.021 et seq. are hereby waived to the extent of any conflict herewith under the provisions of Tex. Election Code § 2.022."*

**SECTION 6. LAWS GOVERNING CITY ELECTIONS.**

All city elections shall be governed, except as otherwise provided by this charter, by the laws of the State of Texas governing general and municipal elections, so far as same may be applicable thereto; and in event there should be any failure of the general laws or this charter to provide for some feature of the city elections, then the city council shall have the power to provide for such deficiency, and no informalities in conducting a city election shall invalidate the same, if it be conducted fairly and in substantial compliance with the general laws, where applicable, and the charter and ordinances of the city.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 7. CANVASSING ELECTIONS.**

All elections held under this charter, whether for the choice of candidates or for the submission of questions to the voters, shall be conducted in accordance with the general election laws of the state; and except as otherwise provided in this charter, such general laws shall be applicable to and control all such elections.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Counting ballots, see Tex. Election Code §§ 51.033 and 65.002 et seq.*

## **ARTICLE V. ADMINISTRATIVE SERVICE**

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### **SECTION 1. THE CITY MANAGER.**

The city council shall appoint an officer whose title shall be city manager and who shall be the head of the administrative branch of the city government. In case of absence or disability of the manager, the city council may designate a qualified administrative officer of the city to perform the duties of manager during such absence or disability. The manager shall receive such compensation as may be fixed by the city council.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 2. QUALIFICATIONS.**

The city manager shall be chosen by the city council solely on the basis of his/her executive and administrative qualifications with special reference to his/her education and actual experience in, or his/her knowledge of, accepted practice in respect to the duties of his/her office as hereinafter outlined. At the time of his/her appointment, he/she need not be a resident of the city or state, but during his/her tenure of office he/she shall reside within the city. No person elected to membership on the city council shall, subsequent to such election, be eligible for appointment as city manager until one year has elapsed following the expiration of the term for which he/she was elected.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 3. TERM AND REMOVAL.**

The city manager shall hold his/her office for a term of three (3) years unless sooner removed by the city council. The manager shall be removable subject to the provisions set forth below, at the will and pleasure of the city council. A majority of the members of the city council may remove the manager, except that no manager who has been in the service of the city for one year or more prior to a regular city election shall be removed within sixty (60) days subsequent to such election except by a four-fifths (45) vote of the members of the city council. If removed at any time after he/she has served six (6) months, the manager may demand a hearing at a public meeting of the city council, prior to the date on which his/her final removal shall take effect, but pending and during such hearing the city council may suspend him/her from office. The action of the city council in suspending or removing the city manager shall be final, since it is the intention of this charter to vest all authority and fix all responsibility for any such suspension or removal wholly in the city council of the city. The city manager, if any, in office at the time this charter

goes into effect shall hold office until the first Tuesday in April, subject to removal as herein provided.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 4. GENERAL POWERS AND DUTIES OF THE MANAGER.**

It shall be the duty of the city manager to act as chief conservator of the peace within the city; to supervise the administration of the affairs of the city; to see that the ordinances of the city and the laws of the state are enforced; to make such recommendations to the city council concerning the affairs of the city as may seem to him/her desirable; to keep the city council advised of the financial condition and future needs of the city; to prepare and submit to the city council the annual budget estimate; to prepare and submit to the city council such reports as may be required by that body; and to perform such other duties as may be prescribed by this charter or required of him/her by ordinance or resolution of the city council not inconsistent with this charter.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 5. RESPONSIBILITY OF MANAGER — POWERS OF APPOINTMENT AND REMOVAL.**

The city manager shall be responsible to the city council for the proper administration of all affairs of the city placed in his/her charge, and to that end, and except as otherwise provided herein, he/she shall have the power to appoint and remove all officers and employees in the administrative service of the city; but the manager may authorize the head of a department or office responsible to him/her to appoint and remove subordinates in such department or office. Appointments made by, or under the authority of, the city manager shall be on the basis of executive and administrative ability and of the training and experience of such appointees in the work which they are to perform. All such appointments shall be without definite terms unless for provisional, temporary, or emergency service not to exceed the maximum periods prescribed by such regulations as may be imposed under the authority of this charter.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 6. REMOVAL OF OFFICERS AND EMPLOYEES.**

Any employee who serves under the city manager is an employee at will. Any employee may be removed by the city manager, by the head of a department or by other appointing officer at any time in accordance with applicable law.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 7. CITY COUNCIL NOT TO INTERFERE IN APPOINTMENTS OR REMOVALS.**

Neither the city council nor any of its committees or members shall direct or request the appointment of any person to, or his/her removal from, office by the city manager or any of his/her subordinates; or, except as is or may be otherwise provided under the terms of this charter, in any manner take part in the appointment or removal of officers and employees in the administrative service of the city. Except for the purpose of inquiry, the city council and its members shall deal with the administrative service solely through the manager, and neither the city council nor any member thereof shall give orders to any subordinate of the city manager either publicly or privately. Any violation of the provisions of this section by a member of the city council shall subject him/her to whatever discipline the remaining members of the city council may under the terms of Article III, Section 4, see fit to impose upon him/her.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 8. ADMINISTRATIVE DEPARTMENTS.**

There shall be a department of law, a department of finance, a police department, a fire department, and a fire marshal, and such other departments, divisions, bureaus, and offices as may be established by ordinance. Except as otherwise provided in this charter, the city council may change or abolish any department or office established by ordinance and may prescribe, distribute, or discontinue the functions and duties of departments and offices so established. In establishing departments and offices, providing for their organization and defining and distributing their functions, the city council shall pass a general ordinance with the title "An ordinance to establish an Administrative Code." After the passage of such ordinance, which thereafter shall be known as "The Administrative Code," all subsequent changes made by the city council in the number, functions, and organization of departments and offices, shall be in the form of amendments or additions thereto. The purpose of the foregoing requirements is that the city council shall provide a comprehensive and systematic plan of administrative organization for the city, and that all acts of the city council relating thereto may be found in one ordinance. The city secretary shall prepare and keep constantly revised at least three (3) copies of the administrative code. One such copy shall be kept on file in the office of the city secretary, one shall be for the use of the city manager, and one for the city attorney. Pending the passage of "The Administrative Code," the manager may establish temporary regulations for the administrative services.

(Am. Ord. 1719, passed 1-22-96)

### ***Cross-reference:***

*Administrative Code, see Chapter 30*

## **SECTION 9. DIRECTOR OF DEPARTMENTS.**

At the head of each department there shall be a director who shall have supervision and control thereof, subject to supervision and approval by the city manager except as specifically provided otherwise by this charter. Each director shall have power to prescribe rules and regulations, not inconsistent with this charter and the ordinances passed in pursuance thereof for the conduct of the officers and employees of the department of which he/she is in charge; for the distribution



and transaction of its business; and for the custody of the books, records, papers, and property under its control.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 10. DEPARTMENT DIVISIONS.**

The work of each department shall be distributed among such divisions thereof as may be established by ordinance upon the recommendation of the manager, provided that pending the passage of an ordinance or ordinances distributing the work of departments under the supervision and control of the manager among specific divisions thereof, the manager may establish temporary divisions.

## **SECTION 11. INVESTIGATION BY CITY COUNCIL OR MANAGER.**

The city council, the manager, or any person or committee authorized by either of them, shall have the power to inquire into the conduct of any department, office, or officer of the city, and to make investigations as to municipal affairs, and for that purpose may subpoena witnesses, administer oaths, and compel the production of books, papers, and other evidence, and it shall be the duty of the city manager to designate a police officer to serve such subpoena.

(Am. Ord. 1719, passed 1-22-96)

# **ARTICLE VI. DEPARTMENT OF LAW**

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## **SECTION 1. CITY ATTORNEY: DUTIES.**

The head of the department of law shall be the city attorney, who shall be appointed by the city council. The city attorney shall be an attorney at law who shall have practiced in the State of Texas for at least three (3) years. He/she shall be the chief legal adviser of and attorney for the city and all departments and offices thereof in matters relating to their official power and duties. It shall be his/her duty, either personally or by such assistants as he/she may designate to perform all services incident to the department of law; to attend meetings of the city council whenever requested by the city council to do so; to give advice in writing when so requested, to the city council, the city manager, or the director of any department; to prosecute or defend, as the case may be, all suits or cases to which the city may be a party, to prosecute for all offenses against the ordinances of the city and for such offenses against the laws of the state as may be required of him/her by law; to prepare all contracts, bonds, and other instruments in writing in which the city is concerned, and to endorse on each his/her approval of the form and correctness thereof; and to perform such other duties of a legal nature as the city council may by ordinance require. In addition to the duties imposed upon the city attorney by this charter or required of him/her by ordinance or resolution of the city council, he/she shall perform any duties imposed upon the chief legal officers of municipalities by law. The city attorney shall at the time of his/her appointment maintain his/her professional office in the City of Edinburg.

The term of office of the city attorney shall be three (3) years, corresponding with terms of office of the mayor. He/she shall receive such compensation as may be fixed from time to time by the city council.

The city council, in any instance in which the circumstances or the importance of case or matter warrant, may employ special counsel to act with or in lieu of the city attorney in connection with any matter or case.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 2. REMOVAL FROM OFFICE.**

The city attorney shall be removable at any time during his/her term of office, subject to the provisions set forth below, at the will and pleasure of the city council. If removed at any time after he/she has served six (6) months of his/her then current term of office, the city attorney may demand a hearing at a public meeting of the city council, prior to the date on which his/her final removal shall take effect, but pending and during such hearing the city council may suspend him/her from office. The action of the city council in suspending or removing the city attorney shall be final since it is the intention of this charter to vest all authority and fix all responsibility for such suspension or removal wholly in the city council. The city attorney in office when this charter goes into effect shall hold office until the first Tuesday in April, 1950, subject to removal as herein provided.

(Am. Ord. 1719, passed 1-22-96)

# **ARTICLE VII. DEPARTMENT OF FINANCE**

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## **SECTION 1. ORGANIZATION, POWERS AND DUTIES OF DEPARTMENT OF FINANCE.**

The director of the department of finance shall be the city manager himself/herself, who may, however, delegate the administration of such financial matters as he/she may regard it expedient to delegate, to an administrative assistant who shall be known as the assistant director of finance. The city manager shall designate a member of the department of finance as ex-officio assessor and collector of taxes and he/she shall also designate a member of the department of finance as ex-officio city treasurer. One member of the department of finance may be permitted to hold both titles. The department of finance shall have authority and shall be required:

1. To prepare the budget, as outlined in Sections 3, 4 and 5 of this article, and to assist the manager in its execution after authorization by the city council, as required by Section 6.
2. To maintain accounting control over the finances of the city government, for which purpose it is empowered to operate a set of general accounts embracing all the financial transactions of the city, and such subsidiary accounts and cost records as may be required by ordinance or by the city manager for purposes of administrative direction and financial control; to prescribe the forms of receipts, vouchers, bills, or claims to be filed by all departments and

agencies of the city government; to examine and approve all contracts, orders, and other documents by which the city incurs financial obligations, having ascertained before approval that moneys have been duly appropriated and allotted to meet such obligations and will become available when the obligations have become due and payable; to audit and approve all bills, invoices, payrolls, and other evidences of claims, demands, or charges against the city government and to determine the regularity, legality, and correctness of such claims, demands, or charges; to make monthly reports on all receipts and expenditures of the city government, to make monthly reports on funds, appropriations, allotments, encumbrances, and authorized payments to the manager, the city council, and the head of the department or agency directly concerned; to inspect and audit any accounts or records of financial transactions which may be maintained in any department or agency of the city government apart from or subsidiary to the general accounts; and to perform such other duties pertaining to the financial records of the city government as the city council may require by ordinance.

3. To control the purchase, storage, and distribution of all supplies, materials, equipment and contractual services required by the city government, or by any department or agency thereof, in the manner provided by ordinance; to establish and enforce standard specifications with respect to such supplies, materials, and equipment; to inspect or supervise the inspection of all deliveries of supplies, materials and equipment, and to determine their quality, quantity, and conformance with specifications; to have charge of such general storerooms and warehouses as the city council may provide by ordinance; and to transfer to or between city departments or to sell surplus, obsolete or unused supplies, materials, and equipment.

4. To assess all property within the city for taxation, to prepare tax maps, and to make all special assessments for public improvements, and to give such notice of these assessments to the property owners as may be required by law.

5. To collect, have custody of, and disburse all taxes, licenses, fees, and other moneys belonging to the city government, subject to the provisions of this charter and ordinances enacted thereunder; to have custody of all investments and invested funds of the city or in possession of the city in a fiduciary capacity; and to keep a record of such investments, and to have custody of all bonds and certificates of city indebtedness, including such bonds and certificates unissued or cancelled, and the receipt and delivery of city bonds and certificates for transfer, registration, or exchange.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Authority to control finances, see Tex. Local Gov't Code § 101.022*

**SECTION 2. FISCAL YEAR.**

The fiscal year of the city government shall begin on the first day of October each year and shall end on the last day of September the following year. Such year shall constitute the budget year of the city government.

***Statutory reference:***

*Authority to fix fiscal year, see Tex. Local Gov't Code § 101.022*

**SECTION 3. CITY BUDGET: TO BE ITEMIZED.**

The city manager as director of the department of finance shall prepare each year not later than August fifteenth, a budget to cover all proposed expenditures of the government of the city for the succeeding year. Such budget shall be carefully itemized so as to make as clear a comparison as practicable with the information then at hand, between expenditures included in the proposed budget and actual expenditures for the same or similar purposes for the preceding year. The budget must also be so prepared as to show as definitely as possible each of the various projects for which appropriations are set up in the budget, and the estimated amount of money carried in the budget for each of these projects. The budget shall also contain a complete financial statement of the city showing all outstanding obligations of the city, the cash on hand to the credit of each and every fund, the funds received from all sources during the previous year, the funds available from all sources during the ensuing year, the estimated revenue available to cover the proposed budget, and the estimated rate of tax which will be required.

***Statutory reference:***

*Municipal budgets, see Tex. Local Gov't Code §§ 102.001 et seq.*

**SECTION 4. CITY BUDGET: FILING.**

The budget prepared by the city manager in the manner hereinabove described shall be filed with the city secretary not less than thirty (30) days prior to the time the city council makes its tax levy for the current fiscal year, and such budget shall be available for inspection of any taxpayer.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 5. CITY BUDGET: FINALIZATION.**

The city council shall each year provide for a public hearing on such budget, which hearing shall take place on some date to be fixed by the city council not less than fifteen (15) days subsequent to the time such budget is filed as provided in Section 4, and prior to the time the city council makes its tax levy. Public notice of the hour, date and place of such hearing shall be given by the city council by publication in a newspaper published in the City of Edinburg for at least two (2) issues immediately preceding the date of said hearing, and any taxpayer of the city shall have the right to be present and participate in such hearing. At the conclusion of such hearing the budget as prepared by the city manager shall be acted upon by the city council. The city council shall have the authority to make such changes in the budget as in its judgment the law warrants and the best interest of the taxpayers of the city demand. When the budget has been finally approved by the city council, the budget as so approved shall be filed with the city secretary and taxes levied only in accordance therewith, and no expenditure of the funds of the city shall thereafter be made except in strict compliance with such adopted budget, except that in case of grave public necessity, emergency expenditures to meet unusual and unforeseen conditions, which could not, by reasonable diligent thought and attention, have been included in the original budget, may from time to time be authorized by the city council. Immediately after the adoption of said budget, or any amendment thereto, the city manager shall file or cause to be filed, a true copy of said approved budget and all amendments thereto, in the office of the county

clerk of Hidalgo County, Texas, and with the state comptroller at Austin, Texas. In the preparation of the budget, the city manager shall have the authority to require the heads of all departments to furnish such information as may be necessary for him/her to have in order that the budget covering the expenditures of the city may be properly prepared. Any funds collected in excess of taxes levied for the budget year may be expended for any purpose authorized by this charter.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 6. WORK PROGRAM AND ALLOTMENTS.**

The budget shall include a projected work program for the operation and maintenance of the city. The budget shall not include projected expenditures in excess of budgeted amounts.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 7. TRANSFER OF APPROPRIATIONS.**

The city council may, upon the recommendation of the manager, transfer any unencumbered appropriation balance or any portion thereof within a department or agency of the city government or from one department or agency to another.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 8. MONEY DRAWN IN ACCORDANCE WITH APPROPRIATION.**

No money shall be drawn from the treasury of the city, nor shall any obligation for the expenditure of money be incurred, except in pursuance of the annual appropriation ordinance or of such ordinance when changed as authorized by this charter. At the close of each fiscal year any unencumbered balance of an appropriation shall revert to the fund from which appropriated and shall be subject to reappropriation; but appropriations may be made by the city council, to be paid out of income of the current year, in furtherance of improvements or other objects or works which will not be completed within such year, and any such appropriation shall continue in force until the purpose for which it was made shall have been accomplished or abandoned.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 9. PURCHASE PROCEDURES.**

All purchases and all contracts for work for the city and/or its departments shall comply with state law. The city council shall prescribe, by ordinance, policy guidelines and additional requirements for city purchases and contracts.

(Am. Ord. 1323, passed 3-7-89 [Amendment #1]; Am. Ord. 1719, passed 1-22-96)

*Statutory reference:*



*Requirements governing advertisement for bids, see Tex. Local Gov't Code §§ 252.001 et seq.*

## **SECTION 10. CUSTODY OF CITY MONIES.**

All monies received by any department or agency of the city for or in connection with the business of the city government shall be paid promptly into the treasury and shall be deposited with the depository of the city, which shall be selected as provided by law for selecting city depositories. All interest on monies belonging to the city shall accrue to the benefit of the city government.

## **SECTION 11. ISSUANCE OF BONDS.**

The city may issue bonds to pay for any property or public improvement which it may lawfully acquire or construct, to pay for any improvement the cost of which is to be assessed wholly or in part against abutting or benefiting property, or to fund or refund any indebtedness outstanding at the time this charter takes effect for which inadequate provision for payment has been made; but no bonds shall be issued to pay current expenses. The enumeration, in the preceding sentence, of particular powers of the city in connection with the issuance of bonds shall not be held or deemed to be exclusive; and, in addition to the powers enumerated or implied in the preceding sentence, or appropriate to the exercise of such powers, it is intended that the City of Edinburg shall have and may exercise the authority to issue revenue bonds for the purchase of utilities or any other self-liquidating asset for which revenue bonds may lawfully be issued. It is intended that the City of Edinburg shall have and may exercise the authority to issue bonds for the construction and maintenance of dams or airports or comparable improvements or facilities within or without the city limits. All tax bonds of the city shall be authorized by ordinance passed by an affirmative vote of at least a majority of the members of the city council, and approved by a majority of the qualified voters of the City of Edinburg who are property taxpayers voting at the election called for the purpose of authorizing the issuance of tax bonds. Such bond issue election shall be ordered by the city council and notice thereof shall be given for the period of time and in such manner as is prescribed by state law. Bonds for the acquisition of property, or the construction of improvements, shall be issued for a period not to exceed the probable usefulness of the property or improvement for which they are used; but in no case shall bonds be issued for a longer period than forty (40) years. All bonds hereafter issued by the city shall mature in annual installments and the first installment of principal shall fall due and be payable not later than two (2) years after the date of issue.

(Am. Ord. 410, passed 10-21-69 [Amendment #1]; Am. Ord. 1719, passed 1-22-96)

### ***Statutory reference:***

*Authority, see Tex. Local Gov't Code § 101.022*

## **SECTION 12. TEMPORARY BORROWING.**

For the purpose of temporary borrowing, the city council shall have the power by ordinance to raise money on the credit of the city by the issuance of notes in anticipation of the collection of taxes or of special assessments.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 13. [RESERVED].**

***Editor's note:***

*This section was repealed by Ord. 1323, passed 3-7-89 [Amendment #1].*

### **SECTION 14. INDEPENDENT AUDIT.**

As soon as practicable after the close of each fiscal year, an independent audit shall be made of all accounts of the city government by certified public accountants, selected by the city council, who have no personal interest directly or indirectly, in the financial affairs of the city government, or any of its officers. The result of this audit shall be published immediately upon its completion.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Audits, see Tex. Local Gov't Code §§ 103.001 et seq.*

## **ARTICLE VIII. MUNICIPAL COURT**

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***Editor's note:***

*The change of name from corporation court to municipal court has been mandated by law. See Tex. Gov't Code § 29.002.*

### **SECTION 1. MUNICIPAL COURT JUDGE.**

At the regular City elections there shall be elected a Municipal Court Judge, whose term of office shall be for four (4) years. This amendment shall be effective immediately following its passage. As such, the current Municipal Court Judge's term shall be extended for an additional one (1) year. The municipal court judge shall possess the same qualifications of office as provided in this charter for the mayor and council members.

The municipal court judge shall be the judge of the municipal court, which shall have the jurisdiction, and shall be conducted in the manner prescribed and authorized by Chapter 16, Title 28, of the Revised Civil Statutes of Texas, 1925, or as may hereafter be otherwise provided by law or the charter of Edinburg. All costs and fines imposed by the municipal court, or by any other court in cases appealed from judgments of the municipal court, shall be paid into the city treasury for the use and benefit of the city. The municipal court judge shall receive such compensation as may be provided by ordinance from time to time.

The present municipal court judge shall hold office until his/her successor shall have been elected and qualified.

In the event of a vacancy in the office of municipal court judge, whether the same occur or exist by reason of resignation, death, disability, or failure to elect a municipal court judge at the expiration of a term, or otherwise, the same shall be filled by appointment of the city council for the term or unexpired term.

(Am. Ord. 1719, passed 1-22-96; Am. Ord. 2011-3535 [Amendment #5])

***Editor's note:***

*The provisions of Chapter 16, Title 28, of the Revised Civil Statutes of Texas, 1925, have been recodified. For current municipal court provisions, see Tex. Gov't Code §§ 29.001 et seq.*

## **SECTION 2. MUNICIPAL COURT CLERK.**

The city council shall appoint a municipal court clerk for a term not to exceed three (3) years, and said clerk shall be removable at the pleasure of the city council. Such municipal court clerk shall receive such compensation as may be fixed by ordinance.

(Am. Ord. 1719, passed 1-22-96)

## **ARTICLE IX. CITY PLANNING AND ZONING COMMISSION**

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### **SECTION 1. ESTABLISHMENT, MEMBERSHIP, DUTIES AND TERMS.**

The city council shall maintain a city planning and zoning commission of seven (7) members to serve without compensation and have such powers and duties as may be prescribed under the authority of applicable state law.

(Order of 4-15-75 [Amendment #4]; Am. Ord. 1719, passed 1-22-96)

## **ARTICLE X. TAXATION**

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***Statutory reference:***

*Local Taxation, see Tex. Tax Code Title III*

### **SECTION 1. POWERS TO TAX.**

The city council shall have the power under provisions of state law to levy, assess, and collect an

annual tax upon taxable properties within the city.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Property tax authorized, see Tex. Tax Code §§ 302.001 and 302.002*

**SECTION 2. ASSESSMENT AND COLLECTION OF TAXES.**

The city council shall have the power by ordinance to regulate the assessment and collection of taxes and to adopt such measures as the city council may deem advisable to secure the assessment and collection of taxes on all property subject to taxation within the city. The city council will also provide for the equalization of all such taxes assessed to the maximum extent allowable by state law and the state and federal constitutions.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 3. BOARD OF EQUALIZATION.**

The city council shall either sit each year as a board of equalization for the purpose of equalizing assessments upon all property assessed for city purposes, or shall appoint three (3) residents who shall be qualified voters and real property owners as a board for that purpose, or shall by written contract with another taxing body, which assesses much of the same property for its purpose, jointly appoint a board of equalization composed of five (5) members, at least two (2) of whom are directly or indirectly appointed by the city council and at least three (3) of whom must be actual residents of the City of Edinburg. The board of equalization shall act under such rules as may be prescribed by ordinance. It shall be the duty of such board to examine and, if necessary, revise assessments as returned by city assessor and collector, to the end that all property within the city shall be assessed as fairly and equally as possible. Not less than one (1) week before the first meeting of the board of equalization in any year, notice shall be given of the time and place of such meeting by publication in at least one (1) paper published in the city. Notice of the first meeting of the board may also be given by other means. The first meeting of the board of equalization shall be held on June first of each year, or as soon thereafter as practicable. After such first meeting, the board may adjourn from time to time, and a vote of adjournment to a particular time and place shall be sufficient notice of the meeting so held. Any person who may object or complain as to the assessment of his/her property for city purposes shall have the right to appeal to the board of equalization either in person or by authorized agent, and such appeal may be made either by personal appearance before the board or in writing. The board of equalization shall have power to summon any property owner of the city before them, to take testimony under oath, and to require the production of books, papers, accounts and other evidence of the ownership and value of property within the city. Any person failing to appear before the board when summoned, or failing to give or produce such testimony or evidence, shall be guilty of contempt and may be punished by the board with a fine not to exceed one hundred dollars (\$100.00). The assessment of property for city purposes as revised or fixed by the board of equalization after the property owner has had an opportunity for hearing as provided by state law shall be final.

(Order of 4-15-75 [Amendment #5]; Am. Ord. 1719, passed 1-22-96)

**SECTION 4. SEIZURE AND SALE FOR DELINQUENT TAXES.**

The city council shall have full power and authority to provide by ordinance for the seizure and sale by the city assessor and collector of a sufficient amount of personal property of any delinquent taxpayer to pay all taxes due on said personal property by said delinquent to the city, together with all interest, penalties and costs, which seizure and sale shall be made without necessity of any writ and by virtue of the tax rolls of said city, which shall be sufficient warrant for said purpose, and such sale shall be conducted and notice shall be given in the same manner now provided by law for the sale of personal property by county tax collectors, and at such sale the purchaser shall acquire absolute title to the property sold.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Tax delinquency and foreclosures, see Tex. Local Gov't Code §§ 214.004 and 214.015; Tex. Tax Code §§ 33.91 et seq.*

**SECTION 5. ADVERTISEMENT AND SALE OF PROPERTY; DELINQUENT TAXES.**

The city council shall have full power and authority to pass all ordinances necessary to regulate advertisements and sales, by the assessor and collector, of personal property upon which taxes may be unpaid, and to provide for the perpetuation of all proceedings with reference to such advertisements and sale; and to pass all ordinances necessary to enforce the collection of such taxes.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 6. TAXES; WHEN DUE AND PAYABLE, INTEREST AND PENALTIES.**

All taxes, excises and charges heretofore levied or made by the City of Edinburg, and remaining unpaid, in whole or in part, at the time this charter takes effect, shall remain subject to and governed by the laws of the state, and the ordinances, rules and regulations of the City of Edinburg, now existing applicable thereto.

All ad valorem taxes levied by the City of Edinburg shall become payable on the first day of October of each year for which such taxes are levied, and shall become delinquent on February first, next following the year in which they are levied. All such taxes not paid before February first next following the year in which they are levied shall thereafter bear interest at the rate of six (6) per cent per annum until paid; and in addition thereto, there shall be collected the following penalty thereon, to wit: During the month of February, one (1) per cent; during the month of March, two (2) per cent; during the month of April, three (3) per cent; during the month of May, four (4) per cent; during the month of June, five (5) per cent; and on and after the first day of July, eight (8) per cent, together with costs in the amount of one dollar (\$1.00) each year tax is cleared by redemption receipt. Interest, penalties and costs shall become a part of the tax and collected in the same manner. In any case in which suit is brought for collection of delinquent taxes, there shall also be charged and collected an amount equal to ten (10) per cent of the taxes, penalties and interest due, as collection costs, and the same shall be secured by the lien securing the payment of such taxes.



All taxes due and to become due to the City of Edinburg shall be payable at the office of the city assessor and collector, and no demands shall be required to be made upon any taxpayer, it being the duty of each taxpayer to attend at the collector's office and pay his/her taxes.

A lien is hereby created on all property, real and personal, in favor of the City of Edinburg for all taxes, ad valorem, occupation, or otherwise, assessed against such property. Said lien shall exist from the first day of January in each year during which the tax is levied until the taxes are paid; such lien shall be prior to all other claims, and no gift, sale, assignment, or transfer of any kind, or judicial writ of any kind can ever defeat such lien, but the assessor and collector of taxes can pursue such property and whenever found may seize and sell enough thereof to satisfy such taxes, or the city may enforce and foreclose said liens, by suit or otherwise, in any court having jurisdiction, and may cause all or any part of such property to be sold to satisfy such taxes.

The city council may by ordinance provide that all taxes, either current or delinquent, due the city may be paid in installments.

(Am. Ord. 158, passed 3-3-53 [Amendment #2]; Am. Ord. 1719, passed 1-22-96)

## **SECTION 7. TAX LIENS.**

The annual assessment of taxes made by the city upon landed property shall be a special lien thereon, and all property; both real and personal, belonging to any delinquent taxpayer shall be liable to seizure and sale for the payment of all taxes and penalties due by such delinquent; provided that the homestead of such delinquent shall only be liable for the taxes, interest, penalties and costs due or accruing thereon.

All real property in the City of Edinburg upon the first day of January of each year and subject to taxation by said city, shall stand charged with a special lien in favor of the city for all taxes levied against the owner thereof during the year, superior to all mortgages and other liens thereupon, except the liens for taxes due other public taxing units authorized by law to levy taxes thereon and for which taxes lien is given by law on such property, and all persons purchasing the same after the first day of January of any year shall take the same subject to such lien, and the city may intervene in any suit for the foreclosure of any other lien and assert its right or may institute an independent suit and make all mortgages and lienholders and subsequent purchasers parties for the purpose of enforcing its lien, or recovering personal judgment for its taxes, and said city shall be authorized and it is hereby made the duty of the city assessor and collector to file the proper statement of the taxes in any court of bankruptcy administering the estate of any bankrupt taxpayer.

In all cases where a taxpayer makes an assignment of his/her property for the payment of his/her debts, or where his/her property is levied upon by creditors by writs of attachment or otherwise, or where the estate of a decedent has become insolvent and the taxes assessed against such in whole, the amount of such unpaid taxes shall be a first lien upon all such property; provided that when taxes are due upon the estate of a deceased person the lien herein provided for shall be subject to the allowances to widows and minors, funeral expenses and expenses of last sickness, and such unpaid taxes shall be paid by the assignee when said property has been assigned, by the sheriff out of the proceeds of sale in case such property has been seized by attachment or other writ, and by the administrator or other legal representatives of decedents; and if said taxes shall not be paid, all said property may be levied on by tax collector and sold for such taxes in whomsoever's hands it may be found.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 8. PERSONAL PROPERTY; REMOVAL AND PROCEDURE.**

If it comes to the knowledge of the city assessor and collector at any time after the levy of taxes for the year that any personal property subject to taxation in the city is about to be removed from the city, and the owner of such property has no other tangible property in the city sufficient to satisfy all assessments against him/her, the assessor and collector shall, if said property has not been assessed, proceed at once to assess the same and he/she shall thereupon levy upon a sufficiency of such property to satisfy such taxes and all costs and sell the same as provided in the preceding section; and the ordinance levying taxes for the year and the assessment made upon such property shall be sufficient warrant for so doing and to vest title in the purchaser.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 9. TAX SUITS: FORECLOSURE AND REDEMPTION.**

The City of Edinburg shall be authorized and it is hereby given the right to institute suit in any court in Hidalgo County having jurisdiction under the constitution and laws of the state at any time after taxes become due and are delinquent as herein provided, and recover personal judgment for the amount of taxes remaining unpaid by any person, firm or corporation, together with all interest, penalties, and costs, and if any part of such delinquent tax shall be due upon any lands or personal property, the city shall have the right in the same or any subsequent suit to have its lien thereon foreclosed and such property sold as provided by law for the foreclosure and sale of property under mortgage or other liens; provided that in all cases where lands are sold the owner shall have the right within two (2) years from the date of the filing of the tax deed to redeem his/her land from the purchaser under such judgment, as provided by Section 12, Acts 1937, 45th Leg., Ch. 506, p. 1494-a, as amended, or as may hereafter be provided by the laws of Texas or by ordinance of the city and failing to do so, the title of the purchaser shall become absolute without further act or proceeding. The privilege of redemption shall constitute part of the judgment and deed made to the purchaser and in such cases need not be inserted therein.

(Am. Ord. 1719, passed 1-22-96)

### ***Statutory reference:***

*Foreclosure, see Tex. Tax Code §§ 33.91 et seq.*

*Redemption, see Tex. Tax Code §§ 34.21 et seq.*

## **SECTION 10. TAX SUITS: PARTIES AND PROCESS.**

The applicable provisions of the laws and rules of civil procedure of the state relating to parties and process in suits for the collection of delinquent ad valorem taxes and the foreclosure of the liens thereof shall govern in such tax suits of the City of Edinburg.

**SECTION 11. TAX SUITS: CITATION BY PUBLICATION AND TRIAL.**

In all tax suits in which service of process is by publication or posting, the case shall stand for trial at the same time and in the manner as provided by law or the rules of civil procedure in similar cases. The suit shall be held in all respects to be a proceeding in rem, and the court shall hear proof and render judgment in favor of the city against each parcel of land for the amount of the tax, interest, penalty and costs legally chargeable against the same and shall foreclose the lien of the city thereon and condemn the land to be sold as under execution for the purpose of satisfying such judgment; provided, that for the purpose of foreclosing the lien of the city on all lands and lots where the owners thereof are alleged to be unknown, it shall not be necessary to institute a separate suit against each piece of property, and all such property may, if the city so elects, be embraced in one suit and judgment entered against each parcel and condemning the same to be sold as aforesaid.

**SECTION 12. TAX SUITS: PROCEDURE.**

It shall be competent in all cases to supplement the description contained in the assessment rolls with full proof of the identity of the whole tract or parcel of land therein assessed, and in suits to enforce collection of taxes by the city, such additional matters may be inserted in the petition, and reference may be made to any map, plat or survey of said city or any addition or subdivision made thereto or to any deed or decree or other instrument describing the same, which shall be on file or of record in the general land office of Texas or in the office of the district or county clerk of Hidalgo County, and such reference shall constitute part of such petition and all proceedings had in said suit.

**SECTION 13. TAX SUITS: EVIDENCE.**

In all suits for the collection of taxes which have been heretofore or which may hereafter by levied upon the tax rolls of said city a certified statement made therefrom by the assessor and collector shall be prima facie evidence of the truth of all recitation and facts shown by said rolls and shall be held to be sufficient proof (subject to rebuttal only by pleading and proof by defendant) of the following facts, viz:

(a) That the person, firm or corporation therein shown to be a taxpayer was such and owned the property therein listed, and that such property was subject to taxation in said city and was rendered by such person, firm or corporation or by his/her or its agent at the value placed thereon in such rolls, or was unrendered and placed on the unrendered rolls.

(b) That the taxes due upon such property were duly and legally levied for the purpose shown in such rolls and that the same are valid and unpaid.

(c) That all acts and proceedings required by law or by ordinance of said city in the manner for rendering, appraising and fixing the values of said property and the giving of all notices to such taxpayers have each and all been performed and complied with at the time and in the manner and form required and that all things that might be construed as conditions precedent to the lawful demand upon such taxpayers to pay the amount of taxes in such rolls shown to be due by him/her or them have been performed at the time and in the manner required by law, provided that in the event that defendant shall show that his/her property was voluntarily rendered by

him/her, and that the valuation of the same was subsequently changed by the assessor or board of equalization without notice to him/her or his/her agent, or shall show that the said rate of taxation for any purpose was to any extent illegal, judgment shall thereupon be rendered against his/her for the proper amount due, based upon the value of his/her property as rendered by him/her and the amount of tax which is found to be legal.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 14. COST IN TAX SUITS.**

In all suits for the collection of taxes the costs of such proceedings shall be collected in the same manner provided by law for the collection of costs in suits for taxes by the state and county.

***Statutory reference:***

*Recovery of costs and expenses, see Tex. Tax Code § 33.48*

#### **SECTION 15. TAX SALES; PURCHASES.**

When any property, real or personal, is sold to enforce the collection of taxes the City of Edinburg shall not become the purchaser thereof unless no one else is present who will purchase the same and pay the full amount due the city, including all costs and penalties, and it is hereby made the duty of the city attorney or the person acting as such to attend all sales and bid therefor for the city, and upon such sale the officer making the same shall execute to the city or other purchaser proper evidence of the title and place the purchaser of personal property in possession thereof.

#### **SECTION 16. ASSESSMENT OF TAXES; SUPPLEMENTAL.**

If the city assessor and collector shall discover any property, real or personal, which was subject to taxation for any year heretofore and which from any cause has escaped taxation, he/she shall require the same to be listed and assessed according to the rate of taxation levied for the year or years it was omitted and enter the same as a supplement to his/her next roll, stating the year, and the taxes thereon shall be collected in the same manner as other assessments and be subject to the same penalties; providing that such supplemental rolls shall be due at once upon the approval of such rolls by the city council, and if not paid within sixty (60) days thereafter shall bear interest at the rate of six (6) per cent per annum, and may be collected by seizure and sale or suit as herein provided for the collection of other taxes.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 17. TAX LIEN; UNRENDERED PROPERTY, UNKNOWN OWNER.**

The city assessor shall list all property which for any cause has not been rendered to him/her for taxation in such form as may be prescribed by the city council, such valuation thereon as

he/she may deem just, provided same shall not be higher than rendered property of like character. If the owners of such property are unknown to the assessor he/she shall so state, and such assessment shall be sufficient warrant for the collection of taxes due upon said property by seizure and sale or suit as herein provided for the collection of taxes on other property.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 18. STATUTE OF LIMITATIONS; REGULARITIES OR PROCEDURE.**

No taxes due the City of Edinburg shall ever be held to be barred by any statute of limitation and no irregularities in the time and manner of making the annual levy of taxes or in making any inventory, list or appraisalment, or in making or returning the city assessment rolls or the approval thereof shall ever be held to invalidate any assessment, and all taxes heretofore levied by the city council of said city and which are unpaid, are hereby continued in force and may be collected by seizure and sale of the property of the person owning the same or by suit as herein provided.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 19. PROPERTY SUBJECT TO TAXATION.**

All property, real or personal or mixed, made taxable by the laws of the State of Texas, which is situated in the City of Edinburg on the first day of January of each year, and all personal property owned and controlled by persons residing herein and taxable by law at the place where the owner or agent in charge may reside, shall be subject to taxation by said city for all purposes provided in this charter.

#### **SECTION 20. LAWS CONTINUED IN FORCE; OCCUPATION TAX.**

The city council shall have the power to levy and collect in annual occupation tax on all occupations, callings, businesses and professions taxed by the State of Texas from time to time to the amount of one-half ( $\frac{1}{2}$ ) of occupation tax levied by the state, and shall have power by ordinance to provide adequate means for enforcing the collection of same.

All laws and parts of laws now in force providing for the levy and collection of taxes not in conflict with this charter relating to the city are hereby continued in full force and effect.

If the city council shall fail, refuse or neglect to pass an ordinance levying the taxes for any year, the ordinance last passed levying taxes shall be considered in force and a failure to pass such an ordinance shall in no wise invalidate the collection of any taxes.

(Am. Ord. 1719, passed 1-22-96)

#### ***Statutory reference:***

*Amount of occupation tax authorized, see Tex. Const. Art. VIII, § 1*



## **ARTICLE XI. CONDEMNATION AND SPECIAL ASSESSMENT**

### **SECTION 1. POWER OF CONDEMNATION AND SPECIAL ASSESSMENT.**

The city shall have power:

(1) To acquire property by condemnation within or without its corporate limits for any municipal purpose, and, for the purpose of (a) protecting, preserving, and facilitating an improvement or (b) financing an improvement or (c) bringing about such developments of property along or in the vicinity of an improvement as will make such development harmonious with and adjusted to the improvement or (d) any combination of such purposes, to require by condemnation property in excess of that needed for the actual improvement and to sell or lease such excess property with or without imposing building and use restrictions and conditions.

(2) To provide for the payment of all or any part of the costs of public improvements by the levying and collecting of special assessments upon properties specially benefited, in accordance with authorizations provided by state laws and such amendments as may be made thereto.

***Statutory reference:***

*Condemnation, see Tex. Local Gov't Code §§ 251.001 et seq.*

### **SECTION 2. SPECIAL ASSESSMENT METHOD AND PROCEDURE.**

The method and procedure for determining the amount to be assessed, the spread and apportionment of the amount to be assessed, and the boundary and location of the property, lots, district or area to be assessed, for making and approval of the plans and specifications, for the notices to property owners and other interested parties, for the hearings, for the composition, organization and procedure of boards of revision or appraisal, for the levy of the assessment and for any and all other determinations, steps, measures, resolutions, ordinances, and actions in relation to the assessment shall be governed by either (a) the provisions of the special assessment statutes of Texas, or (b) the provisions of a general ordinance setting forth such method and procedure, which general ordinance may be enacted by the city council and shall be subject to amendment or repeal. Relative to subsection (a) above, it is the intent and purpose hereof to incorporate and make a part of the charter of the City of Edinburg the powers, terms, and provisions contained in state law related to special assessments.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Statutory provisions, see Tex. Transp. Code §§ 312.061 et seq.*

### **SECTION 3. STREET IMPROVEMENTS; LEGISLATIVE ACTS INVOKED.**

As exclusive of the powers described in this article and the municipal powers stated or implied elsewhere in this charter and wholly alternative to these powers, the city shall have the power, by ordinance, to adopt all and singular the rights, powers, and provisions of applicable state law.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Control of highway assets, see Tex. Transp. Code §§ 312.001 et seq.*

**SECTION 4. EMINENT DOMAIN.**

In addition, or as alternatives, to all other powers on the subject conferred by this charter or existing by law, the City of Edinburg shall have and may exercise all the powers enumerated in applicable state law relating to the acquisition of property.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Eminent domain, see Tex. Local Gov't Code §§ 251.001 et seq.*

## **ARTICLE XII. FRANCHISES AND PUBLIC UTILITIES**

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**SECTION 1. POWERS OF THE CITY.**

In addition to the city's power to buy, own, construct, maintain and operate utilities and to manufacture and distribute electricity, gas, or anything else that may be needed or used by the public (see powers made part of this charter in Article I, Section 2), the city shall have further powers as may now or hereafter be granted under the constitution and laws of the State of Texas.

**SECTION 2. FRANCHISE; POWER OF CITY COUNCIL.**

Subject to the requirements of applicable state law regarding petitions and referendum, the city council shall have the power by ordinance to grant, amend, renew and extend all franchises of all of public utilities of every character operating within the City of Edinburg, and for such purpose is granted full power. No public utility franchise shall be transferable except with the approval of the city council by ordinance.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Authority to grant franchise, see Tex. Local Gov't Code § 282.003*

**SECTION 3. TERM AND PLANS OF PURCHASE.**

Any public utility franchise may be terminated by ordinance at specified intervals of not more than five (5) years after the beginning of operation, whenever the city shall determine to acquire by condemnation or otherwise the property of such utility necessarily used in or conveniently useful for the operation thereof within the city limits.

**SECTION 4. RIGHT OF REGULATION.**

All grants, renewals, extensions, or amendments of public utility franchises, whether it be so provided in the ordinance or not, shall be subject to the right of the city:

- (a) To repeal the same by ordinance at any time for failure to begin construction or operation within the time prescribed or otherwise to comply with the terms of the franchise, such power to be exercised only after due notice and hearing;
- (b) To require proper and adequate extension of plant and service, and the maintenance of the plant and fixtures at the highest reasonable standard of efficiency;
- (c) To establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates;
- (d) At any time to examine and audit the accounts and other records of any such utility and to require annual and other reports, including reports on local operations by each public utility;
- (e) To impose such reasonable regulations and restrictions as may be deemed desirable or conducive to the safety, welfare and accommodation of the public;
- (f) To at any time require such compensation and rental as may be permitted by the laws of the State of Texas.

***Statutory reference:***

*Authority to regulate rates, see Tex. Rev. Civ. Stat. Art. 1175(2) and Art. 1446c-O, Subtitle C*

**SECTION 5. CONSENT OF PROPERTY OWNERS.**

The consent of abutting and adjacent property owners shall not be required for the construction, extension, maintenance or operation of any public utility; but nothing in this charter or in any franchise granted thereunder shall ever be construed to deprive any right of action for damage or injury to his/her property as now or hereafter provided by law.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 6. EXTENSIONS.**

All extensions of public utilities within the city limits shall become a part of the aggregate property of the public utility, shall be operated as such, and shall be subject to all the obligations and reserved rights contained in this charter and in any original grant hereafter. The right to use

and maintain any extension shall terminate with the original grant and shall be terminable as provided in Section 4. In case of an extension of a public utility operated under a franchise hereafter granted, such right shall be terminable at the same time and under the same conditions as the original grant.

#### **SECTION 7. OTHER CONDITIONS.**

All franchises heretofore granted are recognized as contracts between the City of Edinburg and the grantee, and the contractual rights as contained in any such franchise shall not be impaired by the provisions of this charter, except that the power of the City of Edinburg to exercise the right of eminent domain in the acquisition of any utility property is in all things reserved, and except the general power of the city heretofore existing and provided for to regulate the rates and services of a grantee which shall include the right to require proper and adequate extension of plant and service and the maintenance of the plant and fixtures at the highest reasonable standard of efficiency. Every public utility franchise hereafter granted shall be held subject to all terms and conditions contained in the various sections of this article whether or not such terms are specifically mentioned in the franchise. Nothing in this charter shall operate to limit in any way as specifically stated the discretion of the city council or the electors of the city in imposing terms and conditions as may be reasonable in connection with any franchise grant.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 8. FRANCHISE RECORDS.**

Within six (6) months after this charter takes effect every public utility and every owner of a public utility franchise shall file with the city, as may be prescribed by ordinance, certified copies of all franchises owned or claimed, or under which such utility is operated. The city shall compile and maintain a public record of public utility franchises.

#### **SECTION 9. ACCOUNTS OF MUNICIPALLY OWNED UTILITIES.**

Accounts shall be kept for each public utility owned or operated by the city, in such manner as to show the true and complete financial results of such city ownership and operation, including all assets, appropriately subdivided into different classes, all liabilities subdivided by classes, depreciation reserve, other reserves, and surplus; also revenues, operating expenses including depreciation, interest payments, rental, and other disposition of annual income. The accounts shall show the actual capital cost to the city of each public utility owned, also the cost of all extensions, additions and improvements, and the source of funds expended for such capital purposes. They shall show as nearly as possible the cost of any service furnished to or rendered by any such utility to any other city or governmental department. The city council shall annually cause to be made and published a report showing the financial results of such city ownership and operation, giving the information specified in this section or such data as the city council shall deem expedient.

(Am. Ord. 158, passed 3-3-53 [Amendment #3]; Am. Ord. 1719, passed 1-22-96)

*Statutory reference:*

*City owned utilities, see Tex. Rev. Civ. Stat. Art. 1106 et seq. and Tex. Local Gov't Code §§ 402.001 et seq.*

## **SECTION 10. REGULATION OF RATE AND SERVICE.**

The city council shall have full power, after due notice and hearing to regulate by ordinance the rates and service of every public utility operating in the City of Edinburg.

(Am. Ord. 1719, passed 1-22-96)

### ***Statutory reference:***

*Authority to regulate rates, see Tex. Rev. Civ. Stat. Art. 1175(2) and Art. 1446c-O, Subtitle C*

## **ARTICLE XIII. RECALL**

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### **SECTION 1. GENERAL PROVISION.**

Any elective officer of the City of Edinburg may be removed from office by recall. Any voter of the city may make and file with the city secretary an affidavit containing the name or names of any officer or officers whose removal is sought and a statement of the grounds for removal. The city secretary shall thereupon deliver to the voter making such affidavit, copies of petition blanks demanding such removal, of form to be prescribed by the city council promptly after this charter goes into effect. Such blanks shall be issued by the city secretary with his/her signature and official seal thereto attached; they shall be dated and addressed to the city council and shall indicate the name of the person to whom issued, the number of blanks so issued and the name of the officer whose removal is sought. A copy of the petition shall be entered in a record book to be kept for the purpose in the office of the city secretary. The recall petition to be effective must be returned and filed with the city secretary within thirty (30) days after the filing of the affidavit, and it must bear the signature of the voters of the city to the number of at least twenty-five (25) per cent of the number of voters who cast their votes at last preceding regular municipal election; provided, however, that the petition shall not be effective unless it bears the signature of at least three hundred (300) voters of the city.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 2. RECALL ELECTION ORDERED.**

If a recall petition, or amended petition as defined in Article XVI, Section 3, shall be certified by the city secretary to be sufficient he/she shall at once submit it to the city council with his/her certificate to that effect and notify the officer whose removal is sought by such action. If the officer whose removal is sought does not resign within five (5) days after such notice, the city council shall thereupon fix a day for holding a recall election. Any such election shall be held not less than thirty (30) days or more than sixty (60) days after the petition has been presented to the city council, and at the same time as any other special or general election held within such



period; but if no such election is to be held within such period, the city council shall call a special election to be held within the time aforesaid.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 3. BALLOTS IN RECALL ELECTIONS.**

Ballots used at recall elections shall conform to the following requirements: with respect to the officer whose removal is sought the question to be submitted shall be "SHALL (name of person) BE REMOVED FROM THE OFFICE OF \_\_\_\_\_ BY RECALL." Immediately below such question there shall be printed on the ballots the two (2) following propositions, one above the other, in the order here indicated:

"Against the recall of (name of person)"

"For the recall of (name of person)"

### **SECTION 4. RESULT OF RECALL ELECTION.**

If a two-thirds (2/3) majority of such votes be for the recall of the officer indicated on the ballots, he/she shall, regardless of any defect in the recall petition, be deemed removed from office, and his/her place shall be filled in the manner prescribed in this charter for filling vacancies in such office.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 5. LIMITATION ON RECALL PETITION.**

No recall petitions shall be filed against an officer within three (3) months after he/she takes office nor, in respect to an officer subjected to a recall election and not removed thereby, until at least six (6) months after such election.

(Am. Ord. 1719, passed 1-22-96)

## **ARTICLE XIV. INITIATIVE**

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### **SECTION 1. POWER TO INITIATE ORDINANCES.**

The voters shall have power to propose any ordinance, except an appropriation ordinance or an ordinance making a tax levy, and to adopt or reject the same at the polls, such power being known as the initiative. Any initiated ordinance may be submitted to the city council by petition signed by voters of the city equal in number to at least ten (10) per cent of those who voted at the last regular municipal election, provided, however, that the petition must bear the signatures of at least one hundred (100) voters of the city. All petition papers circulated with respect to initiated

resolution or ordinance shall be uniform in character and shall contain the proposed resolution or ordinance in full.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 2. CONSIDERATION OF INITIATED ORDINANCE.**

If an initiative petition, or amended petition as defined in Article XVI, Section 3, be found sufficient by the city secretary, he/she shall immediately so certify and promptly submit the ordinance therein set forth to the city council, which shall at once read the proposed ordinance and refer it to an appropriate committee, which may be a committee of the whole. Provision shall be made for a public hearing upon the proposed ordinance before the committee to which it is referred. Thereafter the committee shall report the ordinance to the city council, with its recommendation thereon, not later than sixty (60) days after the date on which such ordinance was submitted to the city council by the city secretary. Upon receiving the ordinance from the committee, the city council shall proceed at once to consider it and to take final action thereon within thirty (30) days from the date of such committee report.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 3. SUBMISSION OF INITIATED ORDINANCES TO ELECTORS.**

If the city council fails to pass an ordinance proposed by initiative petition, or pass it in form different from that set forth in the petition thereof, the committee of the petitioners hereinafter provided for may, by an additional petition signed by voters, in no case less than fifty (50) in number and equal in number to at least five (5) per cent of the number who voted at the last regular municipal election, who did not sign the petition by which the ordinance was originally proposed to the city council, require that it be submitted to a vote of the electors either in its original form or with any change or amendment which was presented in writing during the consideration thereof by the city council or its committee. If the committee of petitioners require the submission of a proposed ordinance to a vote of the voters they shall certify that fact to the city clerk and file in his/her office a certified copy of the measure, in the form in which it is to be submitted, together with the additional petition as provided in this section, within ten (10) days after final action on such ordinance by the city council.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 4. ELECTION OF INITIATED ORDINANCE.**

Upon receipt of the certified copy of a proposed ordinance and the additional petition presented in accordance with the foregoing section from the committee of the petitioners, the city clerk shall, if he/she finds the additional petition sufficient, certify that fact to the city council at its next regular meeting, and the proposed ordinance shall be submitted to a vote of the voters, at a special election to be held not earlier than thirty (30) days, nor later than sixty (60) days, after the receipt of the clerk's certificate as aforesaid, which election shall be called and fully provided for by the city council. If, when submitted to the voters, a majority of those voting on the proposed ordinance shall vote in favor thereof, it shall thereupon be an ordinance of the municipality.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 5. INITIATED ORDINANCE PASSED BY THE CITY COUNCIL IN AMENDED FORM.**

When an ordinance proposed by initiative petition is passed by the city council in a changed or amended form, and the committee of the petitioners requires that such proposed ordinance be submitted to a vote of the voters as provided in Article XIV, Section 3, hereof, the ordinance as passed by the city council shall not take effect until after such vote and, if the proposed ordinance so submitted be approved by a majority of the voters voting thereon, the ordinance as passed by the city council shall be deemed repealed.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 6. INITIATED REPEALING ORDINANCES.**

Proposed ordinances for repealing any existing ordinance or ordinances, in whole or in part, may be submitted to the city council as provided in the preceding sections for initiating ordinances. Initiated ordinances adopted by the voters shall be published, and may be amended or repealed by the city council, as in the case of other ordinances.

(Am. Ord. 1719, passed 1-22-96)

### **ARTICLE XV. THE REFERENDUM**

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#### **SECTION 1. POWER OF REFERENDUM.**

The voters shall have power to approve or reject at the polls any ordinance passed by the city council, or submitted by the city council to a vote of the voters, except an appropriation ordinance or an ordinance making the annual tax levy, such power being known as the referendum. Ordinances submitted to the city council by initiative petition and passed by the city council without change, or passed in an amended form and not required by the committee of the petitioners to be submitted to a vote of the voters, shall be subject to the referendum in the same manner as ordinances.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 2. REFERENDUM PETITION.**

Within not more than thirty (30) days after the final passage by the city council of any ordinance which is subject to referendum, a petition signed by the voters of the city equal in number to at least twenty (20) per cent of those who voted in the last preceding regular municipal election, and in no case less than two hundred (200) voters, may be filed with the city

clerk requesting that any such ordinance, or any specified part thereof, be either repealed or submitted to a vote of the voters.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 3. CONSIDERATION OF REFERRED ORDINANCE BY CITY COUNCIL; REFERENDUM ELECTION.**

If a referendum petition or amended petition as defined in Article XVI, Section 3, be found sufficient by the city secretary he/she shall certify that fact to the city council at the next regular meeting. Upon receipt of the secretary's certificate the city council shall proceed to reconsider the ordinance or part thereof and its final vote upon such consideration shall be upon the question "Shall the ordinance (or part of the ordinance) specified in the referendum petition be repealed?" If upon reconsideration the ordinance, or part thereof, be not repealed it shall be submitted to the voters at a special election to be held not less than thirty (30) days nor more than sixty (60) days after such final vote by the city council, which special election shall be called and caused to be held, and fully provided for, by the city council.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 4. FORM OF BALLOT FOR INITIATED AND REFERRED ORDINANCES.**

Ordinances, or parts thereof, submitted to a vote of the voters in accordance with the initiative and referendum provisions of this charter shall be submitted by ballot, title of which shall be prepared in all cases by the city attorney or as directed by the city council. The ballot title may be distinct from the legal title of any such initiated or referred ordinance, shall be a clear, concise statement, without argument or prejudice, descriptive of the substance of such ordinance or part thereof. The ballot used in voting upon any ordinance, or part thereof, shall have below the ballot title the following propositions, one above the other, in the order indicated:

"FOR THE ORDINANCE"

"AGAINST THE ORDINANCE"

Any number of ordinances, or part thereof, may be voted at the same election and may be submitted on the same ballot, but the ballot shall be for that purpose only.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 5. PRELIMINARY ACTION UNDER ORDINANCES.**

In case a petition be filed requiring that an ordinance passed by the city council involving the expenditures of money, a bond issue, or a public improvement be submitted to a vote of the voters, all steps preliminary to such actual expenditure, actual issuance of bonds, or actual execution of the contract for such improvement, may be taken prior to the election.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 6. PUBLICITY FOR ORDINANCES AND AMENDMENTS SUBMITTED TO VOTERS.**

The city secretary, at least fifteen (15) days before any election at which any ordinance or charter amendment is to be submitted to the voters, shall have printed in the official newspaper the full text of all ordinances or charter amendments submitted, with their respective ballot titles. The text of every ordinance or charter amendment shall also be displayed at the polling place in such election; but the validity of an ordinance or charter amendment approved by the voters shall not be questioned because of errors or irregularities in publication or display.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 7. CONFLICT OF ORDINANCES ADOPTED OR APPROVED.**

If two (2) or more ordinances adopted or approved at the same election conflict in respect of any of their provisions, they shall go into effect in respect of such of their provisions as are not in conflict and the one receiving the highest affirmative vote shall prevail insofar as their provisions conflict.

**ARTICLE XVI. INITIATIVE, REFERENDUM, AND RECALL PETITIONS**

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**SECTION 1. SIGNATURES TO PETITIONS.**

The signatures to initiative, referendum or recall petitions need not all be appended to one paper, but to each separate petition there shall be attached an affidavit of the circulator thereof as provided in this section. Each signer of any such petition paper shall sign his/her name in ink or indelible pencil and shall indicate after his/her name his/her place of residence by street and number, or other description sufficient to identify the place. There shall appear on each petition the names and addresses of five (5) voters of the city, and on each paper the names and addresses of the same five (5) voters, who, as a committee of the petitioner, shall be regarded as responsible for the circulation and filing of the petition, but such five (5) voters shall only be counted one time in the total voters signing the petition. The affidavit attached to each petition shall be as follows:

STATE OF TEXAS        )

COUNTY OF HIDALGO    )

\_\_\_\_\_, being duly sworn, deposes and says that he/she, and he/she only, personally circulated the foregoing paper, that all the signatures appended thereto were made in his/her presence and that he/she believes them to be the genuine signatures of the persons whose names they purport to be.

SIGNED \_\_\_\_\_



(Signature of Circulator)

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public (or other officer, authorized to administer oaths)

The foregoing affidavit shall be strictly construed and any affiant convicted of swearing falsely as regards to any particular thereof shall be punishable in accordance with existing law.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 2. FILING, EXAMINATION AND CERTIFICATE OF PETITIONS.**

All petition papers comprising an initiative, referendum or recall petition shall be assembled and filed with the city secretary as one instrument. Within ten (10) days after a petition is filed, the city secretary shall determine whether each paper of the petition is properly attested and whether the petition is signed by a sufficient number of voters. The city secretary shall declare any petition paper entirely invalid which is not attested by the circular thereof as required by Article XVI, Section 1, of this charter. Upon completing his/her examination of the petition, the city secretary shall certify the result of his/her examination to the city council. If he/she shall certify that the petition is insufficient, he/she shall set forth in his/her certificate the particulars in which it is defective and shall at once notify the committee of the petitioners of this finding.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 3. AMENDMENT OF PETITIONS.**

An initiative, referendum, or recall petition may be amended at any time within ten (10) days after the making of a certificate of insufficiency by the city secretary, by filing a supplementary petition upon additional papers signed and filed as provided in case of an original petition. The city secretary shall, within five (5) days after such an amendment is filed, make examination of the amended petition and, if his/her certificate shall show the petition to be insufficient, he/she shall file it in his/her office and notify the committee of the petitioners of his/her findings and no further actions shall be had on such insufficient petition. The findings of the insufficiency of a petition shall not prejudice the filing of a new petition for the same purpose.

(Am. Ord. 1719, passed 1-22-96)

# **ARTICLE XVII. GENERAL PROVISIONS**

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## **SECTION 1. PUBLICITY RECORDS.**

All records and accounts of every office, department or agency of the city shall be open to inspection by any citizen, any representative of the press at all reasonable times and under reasonable regulations established by the city manager.

***Statutory reference:***

*Public Information Act (previously the Open Records Act), see Tex. Gov't Code §§ 552.001 et seq.*

**SECTION 2. PERSONAL INTEREST.**

No member of the city council or any officer or employee of the city shall have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract or in the sale to the city or to a contractor supplying the city of any land or rights or interest in any land, material, supplies, or services, or in any matter in which he/she acts for the city. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his/her office position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the city shall render the contract voidable by the city manager or the city council.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 3. INCREASING PERSONNEL OR PAYROLL BEFORE ELECTIONS.**

Neither the personnel nor payroll of or for any department of the city shall be increased within sixty (60) days before any election of council members unless same be necessary to provide for an emergency first formally declared by resolution of the city council which resolution shall state the nature of the emergency and specify the necessary increase in personnel and/or payroll to meet the same. In the event of any violation of any provision of this section, any such attempted increase shall be void and any and every person in any manner participating in the authorization or carrying out of any such increase shall be personally liable to the city for any money paid out on account of any such increase; and also be subject to removal from any position or office with or of the city which he/she may hold at the suit or complaint of any taxpayer of the city. Any such emergency in support of increase of personnel or payroll of any city-owned utility under the management of an independent board shall be declared by order or resolution of such board.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 4. OATH OF OFFICE.**

Every officer of the city shall, before entering upon the duties of his/her office, take and subscribe to the following oath or affirmation, to be filed and kept in the office of the city secretary.

"I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_ of the City of Edinburg, State of

Texas, and will to the best of my ability preserve, protect, and defend the constitution and laws of the United States and of this state and the charter and ordinances of this city; and I furthermore solemnly swear (or affirm) that I have not directly or indirectly paid, offered, or promised any public office or employment as a reward for the giving or withholding a vote at the election at which I was elected, or if the office is one of appointment, to secure my appointment. So help me God."

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 5. OFFICIAL BONDS.**

(a) The mayor and each of the council members shall, upon entering office, execute official bonds to be approved by the city council, in the amount, conditioned, and payable as provided by Article 1162, Revised Civil Statutes of Texas, 1925, or as may be provided by ordinance passed by the unanimous vote of the entire city council.

(b) The city manager shall, before, or as soon as possible after, entering upon his/her duties enter into a bond to be approved by the city council, in the sum of ten thousand dollars (\$10,000.00), or any other amount that may be provided by ordinance, for the faithful performance of the duties of his/her office as prescribed in this charter.

(c) All other officers and employees of the city whose duties require or involve the handling or possession of any funds, personal property; or supplies or other things of value of the city shall enter into bonds to be approved by the city council, conditioned that they will faithfully account for and pay over or deliver all funds and personal property and other things of value belonging to the city coming into their possession. Said bonds shall be in such respective amounts as may be fixed by the city council.

The premiums of all bonds herein provided for shall be paid by the city.

It shall be the duty of the city council and of the city manager to see to the execution of all bonds herein provided for.

(Am. Ord. 1719, passed 1-22-96)

### ***Editor's note:***

*The provisions of Article 1162, Revised Civil Statutes of Texas, 1925, have been recodified at Tex. Local Gov't Code § 24.024. This statute establishes the bond amounts required in a Type C General Law Municipality.*

## **SECTION 6. [RESERVED].**

### ***Editor's note:***

*This section was repealed by Ord. 410, passed 10-21-69 [Amendment #2].*

## **SECTION 6-A. CONTINUANCE OF CONTRACTS.**

All contracts entered into by the city, or for its benefit, prior to the taking effect of this charter, shall continue in full force and effect. Public improvements for which legislative steps have been taken under laws or ordinances existing at the time this charter takes effect may be carried to completion in accordance with the provisions of such existing laws and ordinances.

#### **SECTION 7. EMPLOYMENT BY INDEPENDENT UTILITY BOARD.**

Any officer or employee of the city (including the city manager) may, with the consent and approval of the city manager and the city council, be employed by an independent board controlling and operating a utility owned by the city, to fill any office or position of, or to perform any services for, such independent board. In any such case the total compensation of such officer or employee whose services are so shared between the city and such independent board shall be paid by the city and such independent board in the proportions that may be agreed upon between the city council and such independent board.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 8. CITY NOT REQUIRED TO GIVE SECURITY OR EXECUTE BOND.**

It shall not be necessary in any action, suit or proceeding in which the City of Edinburg is a party, for any bond, undertaking or security to be demanded or executed by or on behalf of said city in any state courts, but in all such actions, suits, appeals or proceedings same shall be conducted in the same manner as if bond, undertaking or security had been given as required by law, and city shall be just as liable as if security or bond had been duly executed.

#### **SECTION 8-A. CLAIMS FOR DAMAGES FROM CITY, WRITTEN NOTICE REQUIRED.**

(1) The City of Edinburg shall never be liable for any claim for property damage or for personal injury, whether such personal injury results in death or not, unless the person damaged or injured, or someone in his/her behalf, or in the event the injury results in death, the person or persons who may have a cause of action under the law by reason of such death or injury, shall, within sixty (60) days or within six (6) months for good cause shown from the date the damage or injury was received, give notice in writing to the mayor and city council of the following facts:

A. The date and time when the injury occurred and the place where the injured person or property was at the time when the injury was received.

B. The nature of the damages or injury sustained.

C. The apparent extent of the damage or injury sustained.

D. A specific and detailed statement of how and under what circumstances the damage or injury occurred.

E. The amount for which each claimant will settle.

F. The actual place of residence of each claimant by street, number, city and state on the date the claim is presented.

G. In the case of personal injury or death, the names and addresses of all persons who, according to the knowledge or information of the claimant witnessed the happening of the injury of any part thereof and the names of the doctors, if any, to whose care the injured person is committed.

H. In the case of property damage, the location of the damaged property at the time the claim was submitted along with the names and addresses of all persons who witnessed the happening of the damage or any part thereof.

(2) No suit of any nature whatsoever shall be instituted against the City of Edinburg unless the plaintiff applied to the city council for redress, satisfaction, compensation, or relief, as the case may be, and that the same was, by vote of the city council, refused.

(3) All notices required by this ordinance [section] shall be effectuated by serving them upon the City Manager at the following location: City of Edinburg, 415 West University Drive, Edinburg, Texas 78539, and all such notices shall be effective only when actually received in the office of the person named above.

(4) The above written notice requirements shall be waived if the city has actual knowledge of death, injury or property likely to result in a claim against the city. The city shall not be deemed to have actual knowledge unless that knowledge is attributable to an appropriate city official whose job duties include the authority to investigate and/or settle claims against the city.

(5) The written notice required under this ordinance [section] shall be sworn to by the person claiming the damage or injuries or by someone authorized by him/her to do so on his/her behalf. Failure to swear to the notice as required herein shall not render the notice fatally defective, but failure to do so verify the notice may be considered by the city council as a factor relating to the truth of the allegations and to the weight to be given to the allegations contained therein.

(Am. Ord. 410, passed 10-21-69 [Amendment #3]; Am. Ord. 1458, passed 11-19-91; Am. Ord. 1719, passed 1-22-96; Am. Ord. 2011-3535 [Amendment #6])

***Statutory reference:***

*Authority to provide for exemption from liability, see Tex. Local Gov't Code § 51.077*

*Tort Claims Act, see Tex. Civ. Pract. & Rem. Code §§ 101.001 et seq.*

**SECTION 9. EFFECT OF THIS CHARTER ON EXISTING LAWS.**

All ordinances, resolutions, rules and regulations now in force under the city government of Edinburg and not in conflict with the provisions of this charter shall remain in force and under this charter until altered, amended or repealed by the city council after this charter takes effect; and all rights of the City of Edinburg under existing franchises and contracts are preserved in full force and effect.

(Am. Ord. 1719, passed 1-22-96)



**SECTION 10. [RESERVED].*****Editor's note:***

*This section was repealed by Ord. 1719, passed 1-22-96.*

**SECTION 11. AMENDING THE CHARTER.**

This charter may be amended, and all amendments shall be made in the form and manner and under the procedure prescribed by the laws of the State of Texas for the amendment of city home rule charters.

(Am. Ord. 158, passed 3-3-53 [Amendment #4])

***Statutory reference:***

*Amending charter, see Tex. Local Gov't Code §§ 9.001 et seq.*

**SECTION 12. SEVERABILITY CLAUSE.**

If any section or part of section of this charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

**SECTION 13. SUBMISSION OF CHARTER TO VOTERS.**

This charter shall be submitted to the qualified voters of the City of Edinburg at an election to be held for that purpose on the fifth day of April, 1949, and if a majority of the qualified voters voting in such election shall vote in favor of the adoption of this charter, it shall become the charter of the City of Edinburg, on and after thirty (30) days from the date of said election and not before, and after the returns have been canvassed, the same shall be declared adopted and the city clerk shall file an official copy of the charter with the records of the city clerk. The clerk shall furnish the mayor a copy of said charter, which copy of the charter so adopted, authenticated, and certified by his/her signature and seal of the city, shall be forwarded by the mayor to the secretary of state of the State of Texas and shall show the approval of such charter by majority vote of the qualified voters voting at such election.

In not less than thirty (30) days prior to such election the city commission shall cause the city clerk to mail a copy of this charter to each qualified voter of the City of Edinburg as appears from the tax collector's latest roll.

We, the undersigned members of the Edinburg Charter Commission, heretofore duly appointed to prepare a charter for the City of Edinburg, Texas, do hereby certify that this publication constitutes a true copy of the proposed and recommended charter of the City of Edinburg, Texas.

Dated this fifth day of February, 1949.

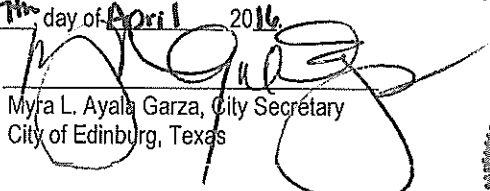
Sawnie B. Smith, Chairman      Mrs. H. A. Hodges  
Ohland Morton, Vice-Chairman      Vance D. Raimond  
Victor Bobo, Secretary      Mrs. Sid L. Hardin  
A. A. Aldrich      C. T. Van Way  
Mrs. A. Fernandez      Santos Gorena, Jr.  
Keener C. Hudson      Domingo Lopez  
M. C. Harris      J.R. Alamia

I, A. R. Ramirez, Mayor of the City of Edinburg, Hidalgo County, Texas, do hereby certify that the within and foregoing instrument constitutes and is a true, complete and correct copy of the charter of said City of Edinburg, Texas, adopted and approved by a majority vote of the qualified voters of said city at an election held in said city on the fifth day of April, A.D. 1949, and as amended April 7, A.D. 1953, as the same appears of record in the office of the city clerk of the City of Edinburg, Texas.

CERTIFICATE OF RECORDING OFFICER

I, Myra L. Ayala Garza, City Secretary for the City of Edinburg, hereby certify this document is a true and correct copy of the original Governing Body's Charter and Articles of Incorporation and is on file in the City Secretary's Office of the City of Edinburg, Texas. TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE THIS THE 27th day of April, 2016.

By:

  
Myra L. Ayala Garza, City Secretary  
City of Edinburg, Texas



## **APPENDIX IC**

### **SIGNATORY AUTHORITY DELEGATION**

## **APPENDIX IC1**

### **RESOLUTION**

**RESOLUTION NO. 2248**

<b>STATE OF TEXAS</b>	<b>§</b>	<b>RESOLUTION OF THE CITY OF EDINBURG, AUTHORIZING THE CITY MANAGER AND/OR HIS DESIGNEE TO ACT ON BEHALF OF CITY FOR</b>
<b>COUNTY OF HIDALGO</b>	<b>§</b>	<b>LANDFILL PERMIT APPLICATION PROCESS; AUTHORIZING THE SOLID WASTE DIRECTOR TO ACT ON BEHALF</b>
<b>CITY OF EDINBURG</b>	<b>§</b>	<b>OF THE CITY AS LANDFILL OPERATOR.</b>

**WHEREAS**, the City of Edinburg desires to expand its Municipal Solid Waste Landfill; and

**WHEREAS**, it is the intent of the City Council of the City of Edinburg to submit an amendment application for its Municipal Solid Waste Landfill TCEQ Permit MSW-956B for lateral expansion to the Texas Commission of Environmental Quality (TCEQ); and

**WHEREAS**, the proposed expansion will increase solid waste disposal capacity and guarantee long-term service capabilities for the residents of the City and the region; and

**WHEREAS**, the City of Edinburg deems it appropriate to designate the City Manager, and/or his Designee, the Director of Solid Waste Management, as his designee, as the City's authorized official to act on behalf of the City of Edinburg to submit a permit amendment application for its municipal solid waste landfill TCEQ permit; and

**WHEREAS**, the City of Edinburg further deems it appropriate to designate the Director of Solid Waste Management as the Landfill Operator; and

**WHEREAS**, the City of Edinburg has retained the Engineering Firm of Golder Associates, Inc., to prepare an application and submit for a permit amendment and deems it appropriate to appoint Golder Associates, Inc. as the Engineer of record.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:**

**SECTION 1:** The City Manager and/or Director of Solid Waste Management, as his Designee, is hereby designated and authorized to act on behalf of the City of Edinburg to submit a permit amendment application for its municipal solid waste landfill TCEQ Permit MSW-956B with the TCEQ for a lateral expansion and to act on any other necessary actions to carry out the intent of this resolution to increase solid waste disposal capacity for the City.



**SECTION 2:** Golder Associates Inc. is hereby appointed as the engineer of record, under the direction of the City Manager, and/or his designee; to act and respond on behalf of the City of Edinburg for the purpose of preparing and submitting an amendment application for the lateral expansion of the municipal solid waste landfill TCEQ Permit MSW-956B with the TCEQ.

**SECTION 3:** The Director of Solid Waste Management, duly licensed to operate a Municipal Solid Waste Processing and Disposal Unit(s), is hereby authorized to act on behalf of the City of Edinburg as the Landfill Operator in regards to the amendment, modification, operations, maintenance, compliance and reporting of the landfill and is hereby authorized to sign any application, certification, compliance document/report, and submit any and all additional information as may be requested and/or required by the TCEQ or any federal, state and/or local regulatory agency.

**SECTION 4: SEVERABILITY.** If any section, part or provision of this Resolution is declared unconstitutional or invalid, by any court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

**SECTION 5: EFFECTIVE DATE.** This resolution shall take effect from and after its passage.

**READ, CONSIDERED, PASSED AND APPROVED** at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Texas Government Code Ann. § 551.041 (Vernon 1994), on the 17<sup>th</sup> of May of 2016.

CITY OF EDINBURG

BY: \_\_\_\_\_

Richard H. Garcia, Mayor

ATTEST:

BY: \_\_\_\_\_

Mayra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

Palacios, Garza and Thompson, P.C.

BY: \_\_\_\_\_

City Attorney

**CERTIFICATE OF RECORDING OFFICER**

I, Myra L. Ayala Garza, City Secretary for the City of Edinburg, hereby certify Resolution 2248 is a true and correct copy of the original Governing Body's legislative history for the meeting held May 17, 2016, and is on file in the City Secretary's Office of the City of Edinburg, Texas. TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE THIS THE 24<sup>th</sup> day of May 2016.

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

Myra L. Ayala Garza, City Secretary  
City of Edinburg, Texas

Print

## Edinburg Code of Ordinances

**CHARTER**

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4. Oath of office
5. Official bonds
6. [Reserved]
- 6-A. Continuance of contracts
7. Employment by independent utility board
8. City not required to give security or execute bond
- 8-A. Claims for damages from city, written notice required
9. Effect of this charter on existing laws
10. [Reserved]

11. Amending the charter
12. Severability clause
13. Submission of charter to voters

***Statutory reference:***

*Home Rule Municipalities generally, see Tex. Const. Art. XI, § 5 and Tex. Local Gov't Code §§ 5.004 and 9.001 et seq.*

## **ARTICLE I. INCORPORATION, POWERS AND TERRITORY**

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### **SECTION 1. CORPORATE NAME AND STATUS.**

The inhabitants of the City of Edinburg in Hidalgo County, Texas, residing within its territorial limits, as these limits are now established, or are hereafter established in the manner provided by this charter, shall continue to be and are hereby constituted a body politic and corporate by the name of the City of Edinburg, and under that name shall have perpetual succession; may use a corporate seal; may sue and be sued; may acquire property within or without its boundaries for any municipal purpose, in fee simple or lesser interest or estate, by purchase, gift, devise, lease or condemnation and may sell, lease, hold, manage, and control such property as its interest may require; may co-operate with the federal government or any agency of the government of the United States or the government of the State of Texas or any agency of the government of the State of Texas, or any political subdivision of the State of Texas, to accomplish any lawful purpose for the advancement of the interest, welfare, health, morals, comfort, safety and convenience of the city or its inhabitants; and may pass such ordinances as may be expedient for maintaining and promoting the peace and government and welfare of the city and for the performance of the functions thereof; and, except as prohibited by the constitution and laws of the State of Texas or restricted by this charter, the city shall have and may exercise all municipal powers, functions, rights, privileges and immunities of every nature whatsoever.

***Statutory reference:***

*Authority to adopt and amend charter, see Tex. Local Gov't Code §§ 9.001 et seq.*

### **SECTION 1-A. APPROPRIATION OF SALES TAX REVENUE FOR PROMOTION, ETC.**

The city council may appropriate sales tax revenue in accordance with appropriate state law.  
(Am. Ord. 410, passed 10-21-69 [Amendment #4]; Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Use of sales tax, see Tex. Tax Code §§ 321.506 and 321.507*

**SECTION 2. ENUMERATED POWERS NOT EXCLUSIVE.**

The enumeration of particular powers of this charter shall not be held or deemed to be exclusive but in addition to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the City of Edinburg shall have, and may exercise all powers of local self-government not prohibited by the Constitution or state law. All powers of the city; whether expressed or implied, shall be exercised in the manner prescribed by this charter, or if not prescribed therein, then in the manner provided by ordinance or resolution of the city council.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 3. PROVISION RELATING TO ASSIGNMENT, EXECUTION AND GARNISHMENT.**

The property, real and personal, belonging to the city shall not be liable to be sold or appropriated under any writ of execution or cost bill. The funds belonging to the city, in the hands of any person, firm or corporation shall not be liable to garnishment; nor shall the city be liable to garnishment on account of any debt it may owe or funds or property it may have on hand belonging to any person. Neither the city nor any of its officers or agents shall be required to answer any such writ of garnishment on any account whatever. The city shall not be obligated to recognize any assignment of wages or funds by its employees, agents or contractors.

***Statutory reference:***

*Authority, see Tex. Local Gov't Code § 101.023*

**SECTION 4. ALTERING CITY LIMITS.**

Territory may be annexed to or excluded from the city in any manner in this section provided.

(a) *By petition.* Whenever a majority of the qualified voters who are citizens of the State of Texas and inhabitants of any territory adjoining the then city limits of the City of Edinburg, or in case there are no qualified voters in said territory, then when persons owning a majority in area of the land in said territory, desire the annexation of such territory to Edinburg, they may present a written petition to that effect to the city council and shall attach to said petition the affidavit of one or more of their number to the effect that said petition is signed by a majority of such qualified voters, or in case there are no qualified voters, said affidavit shall be to the effect that there are no qualified voters in said territory and that the persons signing said petition own a majority in area of the land in said territory; and thereupon the city council at a regular session held not sooner than twenty (20) days after the presentation of said petition may by ordinance annex such territory to Edinburg and thenceforth the said territory shall be a part of Edinburg, and the inhabitants thereof shall be entitled to all the rights and privileges of other citizens and shall be bound by the acts, ordinances, resolutions and regulations of said city.

(b) *By the city council.* The city council shall have power by ordinance to fix the boundary limits of Edinburg; and to provide for the extension of said boundary limits and the annexation of additional territory lying adjacent to said city, with or without the consent of the territory and inhabitants annexed. Upon the introduction of such an ordinance by the city council, it shall be

published in a newspaper published in the City of Edinburg, and shall not thereafter be finally acted upon until at least thirty (30) days have elapsed after the first publication thereof. Any citizen of Edinburg, or of the territory to be annexed, shall have the right to contest said annexation by filing with the city council a written complaint setting out the reasons for said contest, and after such citizen or citizens shall have been given an opportunity to be heard, said ordinance, in original or amended form, as said city council in its judgment may determine, may be finally passed, and the territory so annexed shall be a part of Edinburg, and the inhabitants thereof shall be entitled to all rights and privileges of other citizens and shall be bound by the acts, ordinances, resolutions and regulations of said city.

(c) There shall be set forth in every ordinance in and by which territory is annexed to the City of Edinburg a clear and definite description of the territory annexed, either by metes and bounds, or otherwise, so as to clearly and definitely define the same, but it shall not be necessary to embody such description in the title or caption of such ordinance.

(d) All territory annexed to the City of Edinburg under the provisions of this section shall become and be thereafter liable for all just and legal indebtedness of the city without reference to when such debts were contracted, and the city council shall have power to provide for the assessment and collection of taxes upon all property within such annexed territory to meet any such indebtedness, on the same basis as other property in the city.

(e) Whenever there exists within the corporate limits of the City of Edinburg any territory contiguous to such city limits, not suitable or necessary for city purposes, the city council may, upon a petition signed by a majority of the qualified voters residing in such territory, if the same be inhabited, or without any such petition if the same be uninhabited, by ordinance duly passed by a four-fifths ( $\frac{4}{5}$ ) vote of all members of the city council, discontinue said territory as a part of said city. Said petition and ordinance shall specify accurately the metes and bounds of the territory sought to be eliminated from the city and shall contain a plat designating such territory so that the same can be definitely ascertained; and when said ordinance has been duly passed, the same shall be entered upon the minutes and records of said city, and from and after the entry of such ordinance, said territory shall cease to be a part of said city, but said territory shall still be liable for its pro rata share of any debts incurred while said area was a part of said city. All taxes levied by the city on property in the area excluded from the boundaries of the city under the provisions hereof, remaining unpaid at the time of said exclusion, and the liens thereof, and the liability of the owners therefor, shall continue in full force and effect and be collectable and enforceable in the same manner and to the same extent as if said property had remained within and as a part of said city. The city council shall determine, at the time of the exclusion of said area from the city, what unpaid debts of the city said excluded territory is liable for, and shall determine the pro rata part of said indebtedness that said excluded area remains liable for, and such pro rata part, in amount, shall be set forth in the ordinance of exclusion. Said pro rata part of said indebtedness shall be that portion thereof which the assessed valuation of property in the excluded area bears to be the total assessed valuation of the property in the city as a whole, according to the latest assessment rolls of the city, and the property in said excluded area shall remain subject to annual taxation by the city for payment of the pro rata part of said indebtedness for which the property in said excluded area is liable, determined as herein provided, until the entire amount of such pro rata part of said indebtedness shall have been paid. All taxes assessed against the property in said excluded area for the payment of its pro rata part of said indebtedness shall be credited upon the amount of said indebtedness for which said excluded area remains liable; provided that the owners of the taxable property in said excluded area may at any time discharge said property from any further liability for said indebtedness by paying in a lump sum

the then unpaid portion of said indebtedness for which the property in said excluded area remains liable. In the event such payment and discharge for such unpaid portion of said indebtedness, the city council shall execute a recordable instrument, in writing, evidencing such payment and discharge.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Altering city limits, see Tex. Local Gov't Code § 43.021*

*Annexation, see Tex. Local Gov't Code §§ 43.021 et seq.*

## **ARTICLE II. GOVERNING BODY**

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### **SECTION 1. THE CITY COUNCIL.**

Except as otherwise provided in this charter, all powers of the City of Edinburg shall be vested in a city council of the City of Edinburg.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Form of government, see Tex. Local Gov't Code § 26.021*

### **SECTION 2. ELECTION AND TENURE OF MAYOR AND COUNCIL MEMBERS.**

(a) Except as otherwise provided in this charter the Mayor and four (4) Council Members of the City shall be elected At-large by the qualified voters of the City of Edinburg at general elections to be held for that purpose, and shall hold office for four (4) years and until their successors shall have been elected and qualified. This amendment shall be effective immediately following its passage. As such, the current Mayor and Council Members' terms shall be extended for an additional one (1) year. However, each council member's position shall be designated by place and candidates for such position shall designate the place for which he/she seeks his/her election, and such candidate receiving a plurality of votes in each place shall be considered elected for such term and position.

(b) Elections for Mayor and Council Members will be held in accordance with current Texas law and the uniform election dates.

(c) The Mayor and Council Members who are duly elected shall be prohibited from serving in their respective elective positions for more than three (3) successive terms. This amendment shall be effective on the first opposed or unopposed election of the Mayor and Council Members following its passage.

(Order of 4-15-75 [Amendment #1, #2]; Am. Res. 882, passed 11-17-81 [Amendment #7]; Am. Ord. 1719, passed 1-22-96; Am. Ord. 2011-3535 [Amendment #1, #2, #3])



***Statutory reference:***

*Uniform election dates, see Tex. Election Code §§ 41.001 et seq.*

**SECTION 3. QUALIFICATIONS OF MAYOR AND COUNCIL MEMBERS.**

The mayor and the several council members shall be qualified voters of the City of Edinburg; shall have attained the age of eighteen (18) years; and shall have resided for at least twelve (12) months next preceding his/her election within the corporate limits of the City of Edinburg; provided that if any territory shall have been legally annexed to and incorporated within the boundaries of the City of Edinburg, after the going into effect of this charter, any person who shall have resided in such annexed territory for twelve (12) months next preceding such election and who possesses all other qualifications for council member or mayor herein provided, shall be eligible to be elected mayor or council member. Any mayor or council member ceasing to possess any of the qualifications specified in this section, or who is convicted of a felony while in office, shall ipso facto forfeit and vacate his/her office as mayor or council member, as the case may be.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

Qualifications of candidates generally, see Tex. Election Code § 141.001

**SECTION 4. VACANCIES.**

Vacancies in the city council, including the office of mayor, shall be filled by the remaining members of the city council for the remainder of the unexpired term, by appointment of a person or persons qualified to hold the offices vacated, according to the provisions of Section 3, hereof.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 5. SALARIES.**

The mayor and council members shall serve without compensation.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 6. FORFEITURE OF OFFICES.**

The mayor or any council member who shall absent himself or herself from as many as three (3) consecutive regular meetings of the city council or from as many as three (3) regular meetings out of five (5) successive regular meetings, shall forfeit his/her office as mayor or council member, and it shall be the duty of the remainder of the city council in any such case to declare such office vacant and fill the vacancy as provided in Section 4 of Article II of this charter; provided, if any such absence from a meeting has been excused by the city council at or prior to such meeting, and noted in the minutes of the board; or if such absence is found by the

remainder of the city council to have been occasioned by illness of such mayor or council member, or his/her justified absence from Hidalgo County, any such absence or excused or occasioned shall not constitute an absence forming a basis for forfeiture of the office of the absentee.

(Am. Ord. 1719, passed 1-22-96)

## **ARTICLE III. PROCEDURES OF THE CITY COUNCIL, LEGISLATION**

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### **SECTION 1. MEETING OF THE CITY COUNCIL.**

On the second Tuesday of May following a regular municipal election, the city council shall meet at the usual place for holding its meetings and the newly elected members shall assume the duties of office. Thereafter the city council shall meet at such times as may be prescribed by ordinance or resolution, but not less frequently than once each month. Special meetings shall be called by the city secretary upon request of the city council or the mayor. Any such notice shall state the subject or subjects to be considered at the special meeting and no other subject or subjects shall be there considered. All meetings of the city council and of committees thereof shall be open to the public, and the rules of the city council shall provide that the citizens of the city shall have a reasonable opportunity to be heard at any such meeting in regard to any matter considered thereat; but the city council or a committee thereof may by a majority vote of all the members authorize an executive meeting.

(Am. Ord. 1719, passed 1-22-96)

#### ***Statutory reference:***

*Open Meetings Law, see Tex. Gov't Code §§ 551.001 et seq.*

### **SECTION 2. MAYOR AND MAYOR PRO TEM.**

At the first regular meeting of the city council each year, immediately following the election and qualification of new members of said board elected at said election, or as soon thereafter as practicable, the city council shall choose one of the council members as mayor pro tem. The mayor shall preside at all meetings of the city council, at which he/she is present, and shall exercise such other powers and perform such other duties as are or may be imposed upon him/her by this charter and the ordinances of the city. He/she shall be recognized as the head of the city government for all ceremonial purposes, by the courts for serving civil processes, and by the governor for purposes of military law. In time of public danger or emergency, the mayor shall, if so authorized by order of the city council, take command of the police, maintain and restore order, and enforce the law; and for that purpose may summon, deputize, and command such additional officers from among the citizenship of the city as he/she may determine necessary for the purpose. During any absence of the mayor, or his/her inability to act, the mayor pro tem shall have the authority and perform the duties of mayor.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 3. CITY SECRETARY.**

The city council shall appoint a city secretary upon nomination by the city manager, who shall hold his/her office for a term of three (3) years unless sooner removed by the city council, but in cases of a removal from office before the expiration of a term, shall be allowed a hearing, if requested.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 4. RULES OF THE CITY COUNCIL.**

The city council shall be the judge of the election and qualification of its members and, in such cases, shall have the power to subpoena witnesses and compel the production of all pertinent books, records, and papers; but the decision of the city council in any such case shall be subject to review by the courts.

The city council shall determine its own rules and order of business and keep a journal of its proceedings. It shall have power to compel the attendance of absent members, may punish its members for disorderly behavior and, by vote of not less than a majority of all its members may expel a member for disorderly conduct or the violation of its rules; but no member shall be expelled unless notified of the charge against him/her and given an opportunity to be heard in his/her own defense.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 5. QUORUM.**

A simple majority to equal fifty-one (51) per cent of all the members of the city council shall constitute a quorum to do business but a less number may adjourn from time to time and compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance. The affirmative vote of a majority of all the members of the city council shall be necessary to adopt any ordinance, resolution, or order; except that vote to adjourn, or an action regarding the attendance of absent members, may be adopted by a majority of the members present. No member may be excused from voting except on matters involving the consideration of his/her own official conduct or when his/her financial interests are involved.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 6. INTRODUCTION AND PASSAGE OF ORDINANCES AND RESOLUTIONS.**

Ordinances and resolutions shall be introduced in the city council only in written or printed form. All ordinances, except ordinances making appropriations and ordinances codifying or rearranging existing ordinances or enacting a code of ordinances, shall be confined to one

subject, and the subject, or subjects, of all ordinances shall be clearly expressed in the title. Ordinances making appropriations shall be confined to the subject of appropriations. No ordinance shall be passed until it has been read on three (3) separate days, unless the requirements for reading it on three (3) separate days be dispensed with by a vote of not less than a majority of all the members of the council members. The final reading of each ordinance shall be in full unless a written or printed copy thereof shall have been furnished to each member of the council members prior to such reading. The yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of the proceedings of the city council. The enacting clause of all ordinances shall be "Be it ordained by the City Council of the City of Edinburg, Texas."

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 7. WHEN ORDINANCES AND RESOLUTIONS SHALL TAKE EFFECT — EMERGENCY MEASURES.**

Ordinances making the annual tax levy; appropriation ordinances, ordinances and resolutions pertaining to local improvements and assessments, ordinances and resolutions providing for or directing any investigation of city affairs, resolutions requesting information from administrative officers or directing administrative action and emergency measures shall take effect at the time indicated therein. Except as otherwise prescribed in this charter all other ordinances and resolutions passed by the city council shall take effect at the time indicated therein, but not less than ten (10) days from the date of their passage. The affirmative vote of at least a majority of all members of the city council shall be required to pass any ordinance or resolution as an emergency measure. No measure making or amending a grant, renewal or extension of a franchise or other special privilege shall ever be passed as an emergency measure.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 8. AUTHENTICATION AND PUBLICATION OF ORDINANCES AND RESOLUTIONS.**

Every ordinance shall be published in accordance with state law.

(Am. Ord. 1719, passed 1-22-96)

##### ***Statutory reference:***

*Alternative method of publication, see Tex. Local Gov't Code § 52.013*

#### **SECTION 9. OFFICIAL NEWSPAPER.**

The City Council shall, as soon as practicable, after the commencement of each fiscal or municipal year, enter into a contract with a newspaper as the official paper thereof, and continue as such until another is selected, and shall cause to publish therein all ordinances, notices, and other matters as required by the charter or by the ordinances of the City.

(Am. Ord. 1719, passed 1-22-96; Am. Ord. 2011-3535 [Amendment #4])

## ARTICLE IV. NOMINATIONS AND ELECTIONS

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### SECTION 1. MUNICIPAL ELECTIONS.

Regular elections for the choice of members of the city council whose terms of office then expire shall be held on the date prescribed by state law and ordinance.

(Am. Ord. 1719, passed 1-22-96)

*Statutory reference:*

*Uniform election dates, see Tex. Election Code §§ 41.001 et seq.*

### SECTION 2. REGULATIONS OF ELECTIONS.

The city council shall make all necessary rules and regulations, not inconsistent with this charter or with the election laws of the State of Texas, for the conduct of elections, for the prevention of frauds in elections, and for the recount of the ballots in case of doubt or fraud.

(Am. Ord. 1719, passed 1-22-96)

*Statutory reference:*

*Election precincts to be established, see Tex. Election Code § 42.061*

### SECTION 3. NOMINATIONS.

Any person possessing the qualifications for office set forth in this charter and by state law may become a candidate for any elected office to be filled at any regular municipal election herein provided for. He/she may have his/her name placed on the official ballot for such office by filing an application in conformity with city ordinance and state law.

(Am. Ord. 1719, passed 1-22-96)

*Statutory reference:*

*Nominations for city elections, see Tex. Election Code §§ 143.001 et seq.*

### SECTION 4. POSTING NOTICE.

The city secretary shall at least ten (10) days before the printing of ballots for each city election at which officers are to be elected, post in a conspicuous place in his/her office for inspection of the public a list of the names of all candidates who have filed their own petitions or who have been nominated by petitions for the offices to be voted on at such election.

(Am. Ord. 1719, passed 1-22-96)

## SECTION 5. BALLOTS.

The full names of candidates who have filed for office in accordance with provisions of this charter and state law shall be printed on the official ballots as candidates for the respective offices in accordance with the requirements of state law.

(Am. Ord. 1719, passed 1-22-96)

### *Statutory reference:*

*Ballots, see Tex. Election Code §§ 52.001 et seq.*

## SECTION 5-A. ELECTION BY MAJORITY.

At each election of the mayor, the municipal court judge and council members, the candidates receiving a plurality of votes for said respective offices shall be declared elected.

(Am. Res. 882, passed 11-17-81 [Amendment #7]; Am. Ord. 1719, passed 1-22-96)

### *Editor's note:*

*Ord. 1187, passed 4-15-86, did not specifically amend the Code but provided as follows:*

*"Section I. When the Edinburg Municipal Runoff Election coincides with the state party primary elections, the date for the holding of such runoff election shall be moved to the Saturday immediately following such primary elections.*

*Section II. All provisions of Tex. Election Code §§ 2.021 et seq. are hereby waived to the extent of any conflict herewith under the provisions of Tex. Election Code § 2.022."*

## SECTION 6. LAWS GOVERNING CITY ELECTIONS.

All city elections shall be governed, except as otherwise provided by this charter, by the laws of the State of Texas governing general and municipal elections, so far as same may be applicable thereto; and in event there should be any failure of the general laws or this charter to provide for some feature of the city elections, then the city council shall have the power to provide for such deficiency, and no informalities in conducting a city election shall invalidate the same, if it be conducted fairly and in substantial compliance with the general laws, where applicable, and the charter and ordinances of the city.

(Am. Ord. 1719, passed 1-22-96)

## SECTION 7. CANVASSING ELECTIONS.

All elections held under this charter, whether for the choice of candidates or for the submission of questions to the voters, shall be conducted in accordance with the general election laws of the state; and except as otherwise provided in this charter, such general laws shall be applicable to and control all such elections.



(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Counting ballots, see Tex. Election Code §§ 51.033 and 65.002 et seq.*

## **ARTICLE V. ADMINISTRATIVE SERVICE**

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### **SECTION 1. THE CITY MANAGER.**

The city council shall appoint an officer whose title shall be city manager and who shall be the head of the administrative branch of the city government. In case of absence or disability of the manager, the city council may designate a qualified administrative officer of the city to perform the duties of manager during such absence or disability. The manager shall receive such compensation as may be fixed by the city council.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 2. QUALIFICATIONS.**

The city manager shall be chosen by the city council solely on the basis of his/her executive and administrative qualifications with special reference to his/her education and actual experience in, or his/her knowledge of, accepted practice in respect to the duties of his/her office as hereinafter outlined. At the time of his/her appointment, he/she need not be a resident of the city or state, but during his/her tenure of office he/she shall reside within the city. No person elected to membership on the city council shall, subsequent to such election, be eligible for appointment as city manager until one year has elapsed following the expiration of the term for which he/she was elected.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 3. TERM AND REMOVAL.**

The city manager shall hold his/her office for a term of three (3) years unless sooner removed by the city council. The manager shall be removable subject to the provisions set forth below, at the will and pleasure of the city council. A majority of the members of the city council may remove the manager, except that no manager who has been in the service of the city for one year or more prior to a regular city election shall be removed within sixty (60) days subsequent to such election except by a four-fifths (45) vote of the members of the city council. If removed at any time after he/she has served six (6) months, the manager may demand a hearing at a public meeting of the city council, prior to the date on which his/her final removal shall take effect, but pending and during such hearing the city council may suspend him/her from office. The action of the city council in suspending or removing the city manager shall be final, since it is the intention of this charter to vest all authority and fix all responsibility for any such suspension or removal wholly in the city council of the city. The city manager, if any, in office at the time this charter

goes into effect shall hold office until the first Tuesday in April, subject to removal as herein provided.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 4. GENERAL POWERS AND DUTIES OF THE MANAGER.**

It shall be the duty of the city manager to act as chief conservator of the peace within the city; to supervise the administration of the affairs of the city; to see that the ordinances of the city and the laws of the state are enforced; to make such recommendations to the city council concerning the affairs of the city as may seem to him/her desirable; to keep the city council advised of the financial condition and future needs of the city; to prepare and submit to the city council the annual budget estimate; to prepare and submit to the city council such reports as may be required by that body; and to perform such other duties as may be prescribed by this charter or required of him/her by ordinance or resolution of the city council not inconsistent with this charter.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 5. RESPONSIBILITY OF MANAGER — POWERS OF APPOINTMENT AND REMOVAL.**

The city manager shall be responsible to the city council for the proper administration of all affairs of the city placed in his/her charge, and to that end, and except as otherwise provided herein, he/she shall have the power to appoint and remove all officers and employees in the administrative service of the city; but the manager may authorize the head of a department or office responsible to him/her to appoint and remove subordinates in such department or office. Appointments made by, or under the authority of, the city manager shall be on the basis of executive and administrative ability and of the training and experience of such appointees in the work which they are to perform. All such appointments shall be without definite terms unless for provisional, temporary, or emergency service not to exceed the maximum periods prescribed by such regulations as may be imposed under the authority of this charter.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 6. REMOVAL OF OFFICERS AND EMPLOYEES.**

Any employee who serves under the city manager is an employee at will. Any employee may be removed by the city manager, by the head of a department or by other appointing officer at any time in accordance with applicable law.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 7. CITY COUNCIL NOT TO INTERFERE IN APPOINTMENTS OR REMOVALS.**

Neither the city council nor any of its committees or members shall direct or request the appointment of any person to, or his/her removal from, office by the city manager or any of his/her subordinates; or, except as is or may be otherwise provided under the terms of this charter, in any manner take part in the appointment or removal of officers and employees in the administrative service of the city. Except for the purpose of inquiry, the city council and its members shall deal with the administrative service solely through the manager, and neither the city council nor any member thereof shall give orders to any subordinate of the city manager either publicly or privately. Any violation of the provisions of this section by a member of the city council shall subject him/her to whatever discipline the remaining members of the city council may under the terms of Article III, Section 4, see fit to impose upon him/her.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 8. ADMINISTRATIVE DEPARTMENTS.**

There shall be a department of law, a department of finance, a police department, a fire department, and a fire marshal, and such other departments, divisions, bureaus, and offices as may be established by ordinance. Except as otherwise provided in this charter, the city council may change or abolish any department or office established by ordinance and may prescribe, distribute, or discontinue the functions and duties of departments and offices so established. In establishing departments and offices, providing for their organization and defining and distributing their functions, the city council shall pass a general ordinance with the title "An ordinance to establish an Administrative Code." After the passage of such ordinance, which thereafter shall be known as "The Administrative Code," all subsequent changes made by the city council in the number, functions, and organization of departments and offices, shall be in the form of amendments or additions thereto. The purpose of the foregoing requirements is that the city council shall provide a comprehensive and systematic plan of administrative organization for the city, and that all acts of the city council relating thereto may be found in one ordinance. The city secretary shall prepare and keep constantly revised at least three (3) copies of the administrative code. One such copy shall be kept on file in the office of the city secretary, one shall be for the use of the city manager, and one for the city attorney. Pending the passage of "The Administrative Code," the manager may establish temporary regulations for the administrative services.

(Am. Ord. 1719, passed 1-22-96)

### ***Cross-reference:***

*Administrative Code, see Chapter 30*

## **SECTION 9. DIRECTOR OF DEPARTMENTS.**

At the head of each department there shall be a director who shall have supervision and control thereof, subject to supervision and approval by the city manager except as specifically provided otherwise by this charter. Each director shall have power to prescribe rules and regulations, not inconsistent with this charter and the ordinances passed in pursuance thereof for the conduct of the officers and employees of the department of which he/she is in charge; for the distribution

and transaction of its business; and for the custody of the books, records, papers, and property under its control.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 10. DEPARTMENT DIVISIONS.**

The work of each department shall be distributed among such divisions thereof as may be established by ordinance upon the recommendation of the manager, provided that pending the passage of an ordinance or ordinances distributing the work of departments under the supervision and control of the manager among specific divisions thereof, the manager may establish temporary divisions.

## **SECTION 11. INVESTIGATION BY CITY COUNCIL OR MANAGER.**

The city council, the manager, or any person or committee authorized by either of them, shall have the power to inquire into the conduct of any department, office, or officer of the city, and to make investigations as to municipal affairs, and for that purpose may subpoena witnesses, administer oaths, and compel the production of books, papers, and other evidence, and it shall be the duty of the city manager to designate a police officer to serve such subpoena.

(Am. Ord. 1719, passed 1-22-96)

# **ARTICLE VI. DEPARTMENT OF LAW**

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## **SECTION 1. CITY ATTORNEY: DUTIES.**

The head of the department of law shall be the city attorney, who shall be appointed by the city council. The city attorney shall be an attorney at law who shall have practiced in the State of Texas for at least three (3) years. He/she shall be the chief legal adviser of and attorney for the city and all departments and offices thereof in matters relating to their official power and duties. It shall be his/her duty, either personally or by such assistants as he/she may designate to perform all services incident to the department of law; to attend meetings of the city council whenever requested by the city council to do so; to give advice in writing when so requested, to the city council, the city manager, or the director of any department; to prosecute or defend, as the case may be, all suits or cases to which the city may be a party, to prosecute for all offenses against the ordinances of the city and for such offenses against the laws of the state as may be required of him/her by law; to prepare all contracts, bonds, and other instruments in writing in which the city is concerned, and to endorse on each his/her approval of the form and correctness thereof; and to perform such other duties of a legal nature as the city council may by ordinance require. In addition to the duties imposed upon the city attorney by this charter or required of him/her by ordinance or resolution of the city council, he/she shall perform any duties imposed upon the chief legal officers of municipalities by law. The city attorney shall at the time of his/her appointment maintain his/her professional office in the City of Edinburg.

The term of office of the city attorney shall be three (3) years, corresponding with terms of office of the mayor. He/she shall receive such compensation as may be fixed from time to time by the city council.

The city council, in any instance in which the circumstances or the importance of case or matter warrant, may employ special counsel to act with or in lieu of the city attorney in connection with any matter or case.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 2. REMOVAL FROM OFFICE.**

The city attorney shall be removable at any time during his/her term of office, subject to the provisions set forth below, at the will and pleasure of the city council. If removed at any time after he/she has served six (6) months of his/her then current term of office, the city attorney may demand a hearing at a public meeting of the city council, prior to the date on which his/her final removal shall take effect, but pending and during such hearing the city council may suspend him/her from office. The action of the city council in suspending or removing the city attorney shall be final since it is the intention of this charter to vest all authority and fix all responsibility for such suspension or removal wholly in the city council. The city attorney in office when this charter goes into effect shall hold office until the first Tuesday in April, 1950, subject to removal as herein provided.

(Am. Ord. 1719, passed 1-22-96)

## **ARTICLE VII. DEPARTMENT OF FINANCE**

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### **SECTION 1. ORGANIZATION, POWERS AND DUTIES OF DEPARTMENT OF FINANCE.**

The director of the department of finance shall be the city manager himself/herself, who may, however, delegate the administration of such financial matters as he/she may regard it expedient to delegate, to an administrative assistant who shall be known as the assistant director of finance. The city manager shall designate a member of the department of finance as ex-officio assessor and collector of taxes and he/she shall also designate a member of the department of finance as ex-officio city treasurer. One member of the department of finance may be permitted to hold both titles. The department of finance shall have authority and shall be required:

1. To prepare the budget, as outlined in Sections 3, 4 and 5 of this article, and to assist the manager in its execution after authorization by the city council, as required by Section 6.
2. To maintain accounting control over the finances of the city government, for which purpose it is empowered to operate a set of general accounts embracing all the financial transactions of the city, and such subsidiary accounts and cost records as may be required by ordinance or by the city manager for purposes of administrative direction and financial control; to prescribe the forms of receipts, vouchers, bills, or claims to be filed by all departments and

agencies of the city government; to examine and approve all contracts, orders, and other documents by which the city incurs financial obligations, having ascertained before approval that moneys have been duly appropriated and allotted to meet such obligations and will become available when the obligations have become due and payable; to audit and approve all bills, invoices, payrolls, and other evidences of claims, demands, or charges against the city government and to determine the regularity, legality, and correctness of such claims, demands, or charges; to make monthly reports on all receipts and expenditures of the city government, to make monthly reports on funds, appropriations, allotments, encumbrances, and authorized payments to the manager, the city council, and the head of the department or agency directly concerned; to inspect and audit any accounts or records of financial transactions which may be maintained in any department or agency of the city government apart from or subsidiary to the general accounts; and to perform such other duties pertaining to the financial records of the city government as the city council may require by ordinance.

3. To control the purchase, storage, and distribution of all supplies, materials, equipment and contractual services required by the city government, or by any department or agency thereof, in the manner provided by ordinance; to establish and enforce standard specifications with respect to such supplies, materials, and equipment; to inspect or supervise the inspection of all deliveries of supplies, materials and equipment, and to determine their quality, quantity, and conformance with specifications; to have charge of such general storerooms and warehouses as the city council may provide by ordinance; and to transfer to or between city departments or to sell surplus, obsolete or unused supplies, materials, and equipment.

4. To assess all property within the city for taxation, to prepare tax maps, and to make all special assessments for public improvements, and to give such notice of these assessments to the property owners as may be required by law.

5. To collect, have custody of, and disburse all taxes, licenses, fees, and other moneys belonging to the city government, subject to the provisions of this charter and ordinances enacted thereunder; to have custody of all investments and invested funds of the city or in possession of the city in a fiduciary capacity; and to keep a record of such investments, and to have custody of all bonds and certificates of city indebtedness, including such bonds and certificates unissued or cancelled, and the receipt and delivery of city bonds and certificates for transfer, registration, or exchange.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Authority to control finances, see Tex. Local Gov't Code § 101.022*

**SECTION 2. FISCAL YEAR.**

The fiscal year of the city government shall begin on the first day of October each year and shall end on the last day of September the following year. Such year shall constitute the budget year of the city government.

***Statutory reference:***

*Authority to fix fiscal year, see Tex. Local Gov't Code § 101.022*



**SECTION 3. CITY BUDGET: TO BE ITEMIZED.**

The city manager as director of the department of finance shall prepare each year not later than August fifteenth, a budget to cover all proposed expenditures of the government of the city for the succeeding year. Such budget shall be carefully itemized so as to make as clear a comparison as practicable with the information then at hand, between expenditures included in the proposed budget and actual expenditures for the same or similar purposes for the preceding year. The budget must also be so prepared as to show as definitely as possible each of the various projects for which appropriations are set up in the budget, and the estimated amount of money carried in the budget for each of these projects. The budget shall also contain a complete financial statement of the city showing all outstanding obligations of the city, the cash on hand to the credit of each and every fund, the funds received from all sources during the previous year, the funds available from all sources during the ensuing year, the estimated revenue available to cover the proposed budget, and the estimated rate of tax which will be required.

***Statutory reference:***

*Municipal budgets, see Tex. Local Gov't Code §§ 102.001 et seq.*

**SECTION 4. CITY BUDGET: FILING.**

The budget prepared by the city manager in the manner hereinabove described shall be filed with the city secretary not less than thirty (30) days prior to the time the city council makes its tax levy for the current fiscal year, and such budget shall be available for inspection of any taxpayer.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 5. CITY BUDGET: FINALIZATION.**

The city council shall each year provide for a public hearing on such budget, which hearing shall take place on some date to be fixed by the city council not less than fifteen (15) days subsequent to the time such budget is filed as provided in Section 4, and prior to the time the city council makes its tax levy. Public notice of the hour, date and place of such hearing shall be given by the city council by publication in a newspaper published in the City of Edinburg for at least two (2) issues immediately preceding the date of said hearing, and any taxpayer of the city shall have the right to be present and participate in such hearing. At the conclusion of such hearing the budget as prepared by the city manager shall be acted upon by the city council. The city council shall have the authority to make such changes in the budget as in its judgment the law warrants and the best interest of the taxpayers of the city demand. When the budget has been finally approved by the city council, the budget as so approved shall be filed with the city secretary and taxes levied only in accordance therewith, and no expenditure of the funds of the city shall thereafter be made except in strict compliance with such adopted budget, except that in case of grave public necessity, emergency expenditures to meet unusual and unforeseen conditions, which could not, by reasonable diligent thought and attention, have been included in the original budget, may from time to time be authorized by the city council. Immediately after the adoption of said budget, or any amendment thereto, the city manager shall file or cause to be filed, a true copy of said approved budget and all amendments thereto, in the office of the county

clerk of Hidalgo County, Texas, and with the state comptroller at Austin, Texas. In the preparation of the budget, the city manager shall have the authority to require the heads of all departments to furnish such information as may be necessary for him/her to have in order that the budget covering the expenditures of the city may be properly prepared. Any funds collected in excess of taxes levied for the budget year may be expended for any purpose authorized by this charter.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 6. WORK PROGRAM AND ALLOTMENTS.**

The budget shall include a projected work program for the operation and maintenance of the city. The budget shall not include projected expenditures in excess of budgeted amounts.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 7. TRANSFER OF APPROPRIATIONS.**

The city council may, upon the recommendation of the manager, transfer any unencumbered appropriation balance or any portion thereof within a department or agency of the city government or from one department or agency to another.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 8. MONEY DRAWN IN ACCORDANCE WITH APPROPRIATION.**

No money shall be drawn from the treasury of the city, nor shall any obligation for the expenditure of money be incurred, except in pursuance of the annual appropriation ordinance or of such ordinance when changed as authorized by this charter. At the close of each fiscal year any unencumbered balance of an appropriation shall revert to the fund from which appropriated and shall be subject to reappropriation; but appropriations may be made by the city council, to be paid out of income of the current year, in furtherance of improvements or other objects or works which will not be completed within such year, and any such appropriation shall continue in force until the purpose for which it was made shall have been accomplished or abandoned.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 9. PURCHASE PROCEDURES.**

All purchases and all contracts for work for the city and/or its departments shall comply with state law. The city council shall prescribe, by ordinance, policy guidelines and additional requirements for city purchases and contracts.

(Am. Ord. 1323, passed 3-7-89 [Amendment #1]; Am. Ord. 1719, passed 1-22-96)

*Statutory reference:*

*Requirements governing advertisement for bids, see Tex. Local Gov't Code §§ 252.001 et seq.*

## **SECTION 10. CUSTODY OF CITY MONIES.**

All monies received by any department or agency of the city for or in connection with the business of the city government shall be paid promptly into the treasury and shall be deposited with the depository of the city, which shall be selected as provided by law for selecting city depositories. All interest on monies belonging to the city shall accrue to the benefit of the city government.

## **SECTION 11. ISSUANCE OF BONDS.**

The city may issue bonds to pay for any property or public improvement which it may lawfully acquire or construct, to pay for any improvement the cost of which is to be assessed wholly or in part against abutting or benefiting property, or to fund or refund any indebtedness outstanding at the time this charter takes effect for which inadequate provision for payment has been made; but no bonds shall be issued to pay current expenses. The enumeration, in the preceding sentence, of particular powers of the city in connection with the issuance of bonds shall not be held or deemed to be exclusive; and, in addition to the powers enumerated or implied in the preceding sentence, or appropriate to the exercise of such powers, it is intended that the City of Edinburg shall have and may exercise the authority to issue revenue bonds for the purchase of utilities or any other self-liquidating asset for which revenue bonds may lawfully be issued. It is intended that the City of Edinburg shall have and may exercise the authority to issue bonds for the construction and maintenance of dams or airports or comparable improvements or facilities within or without the city limits. All tax bonds of the city shall be authorized by ordinance passed by an affirmative vote of at least a majority of the members of the city council, and approved by a majority of the qualified voters of the City of Edinburg who are property taxpayers voting at the election called for the purpose of authorizing the issuance of tax bonds. Such bond issue election shall be ordered by the city council and notice thereof shall be given for the period of time and in such manner as is prescribed by state law. Bonds for the acquisition of property, or the construction of improvements, shall be issued for a period not to exceed the probable usefulness of the property or improvement for which they are used; but in no case shall bonds be issued for a longer period than forty (40) years. All bonds hereafter issued by the city shall mature in annual installments and the first installment of principal shall fall due and be payable not later than two (2) years after the date of issue.

(Am. Ord. 410, passed 10-21-69 [Amendment #1]; Am. Ord. 1719, passed 1-22-96)

### ***Statutory reference:***

*Authority, see Tex. Local Gov't Code § 101.022*

## **SECTION 12. TEMPORARY BORROWING.**

For the purpose of temporary borrowing, the city council shall have the power by ordinance to raise money on the credit of the city by the issuance of notes in anticipation of the collection of taxes or of special assessments.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 13. [RESERVED].**

***Editor's note:***

*This section was repealed by Ord. 1323, passed 3-7-89 [Amendment #1].*

### **SECTION 14. INDEPENDENT AUDIT.**

As soon as practicable after the close of each fiscal year, an independent audit shall be made of all accounts of the city government by certified public accountants, selected by the city council, who have no personal interest directly or indirectly, in the financial affairs of the city government, or any of its officers. The result of this audit shall be published immediately upon its completion.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Audits, see Tex. Local Gov't Code §§ 103.001 et seq.*

## **ARTICLE VIII. MUNICIPAL COURT**

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***Editor's note:***

*The change of name from corporation court to municipal court has been mandated by law. See Tex. Gov't Code § 29.002.*

### **SECTION 1. MUNICIPAL COURT JUDGE.**

At the regular City elections there shall be elected a Municipal Court Judge, whose term of office shall be for four (4) years. This amendment shall be effective immediately following its passage. As such, the current Municipal Court Judge's term shall be extended for an additional one (1) year. The municipal court judge shall possess the same qualifications of office as provided in this charter for the mayor and council members.

The municipal court judge shall be the judge of the municipal court, which shall have the jurisdiction, and shall be conducted in the manner prescribed and authorized by Chapter 16, Title 28, of the Revised Civil Statutes of Texas, 1925, or as may hereafter be otherwise provided by law or the charter of Edinburg. All costs and fines imposed by the municipal court, or by any other court in cases appealed from judgments of the municipal court, shall be paid into the city treasury for the use and benefit of the city. The municipal court judge shall receive such compensation as may be provided by ordinance from time to time.

The present municipal court judge shall hold office until his/her successor shall have been elected and qualified.

In the event of a vacancy in the office of municipal court judge, whether the same occur or exist by reason of resignation, death, disability, or failure to elect a municipal court judge at the expiration of a term, or otherwise, the same shall be filled by appointment of the city council for the term or unexpired term.

(Am. Ord. 1719, passed 1-22-96; Am. Ord. 2011-3535 [Amendment #5])

***Editor's note:***

*The provisions of Chapter 16, Title 28, of the Revised Civil Statutes of Texas, 1925, have been recodified. For current municipal court provisions, see Tex. Gov't Code §§ 29.001 et seq.*

## **SECTION 2. MUNICIPAL COURT CLERK.**

The city council shall appoint a municipal court clerk for a term not to exceed three (3) years, and said clerk shall be removable at the pleasure of the city council. Such municipal court clerk shall receive such compensation as may be fixed by ordinance.

(Am. Ord. 1719, passed 1-22-96)

# **ARTICLE IX. CITY PLANNING AND ZONING COMMISSION**

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## **SECTION 1. ESTABLISHMENT, MEMBERSHIP, DUTIES AND TERMS.**

The city council shall maintain a city planning and zoning commission of seven (7) members to serve without compensation and have such powers and duties as may be prescribed under the authority of applicable state law.

(Order of 4-15-75 [Amendment #4]; Am. Ord. 1719, passed 1-22-96)

# **ARTICLE X. TAXATION**

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***Statutory reference:***

*Local Taxation, see Tex. Tax Code Title III*

## **SECTION 1. POWERS TO TAX.**

The city council shall have the power under provisions of state law to levy, assess, and collect an

annual tax upon taxable properties within the city.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Property tax authorized, see Tex. Tax Code §§ 302.001 and 302.002*

**SECTION 2. ASSESSMENT AND COLLECTION OF TAXES.**

The city council shall have the power by ordinance to regulate the assessment and collection of taxes and to adopt such measures as the city council may deem advisable to secure the assessment and collection of taxes on all property subject to taxation within the city. The city council will also provide for the equalization of all such taxes assessed to the maximum extent allowable by state law and the state and federal constitutions.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 3. BOARD OF EQUALIZATION.**

The city council shall either sit each year as a board of equalization for the purpose of equalizing assessments upon all property assessed for city purposes, or shall appoint three (3) residents who shall be qualified voters and real property owners as a board for that purpose, or shall by written contract with another taxing body, which assesses much of the same property for its purpose, jointly appoint a board of equalization composed of five (5) members, at least two (2) of whom are directly or indirectly appointed by the city council and at least three (3) of whom must be actual residents of the City of Edinburg. The board of equalization shall act under such rules as may be prescribed by ordinance. It shall be the duty of such board to examine and, if necessary, revise assessments as returned by city assessor and collector, to the end that all property within the city shall be assessed as fairly and equally as possible. Not less than one (1) week before the first meeting of the board of equalization in any year, notice shall be given of the time and place of such meeting by publication in at least one (1) paper published in the city. Notice of the first meeting of the board may also be given by other means. The first meeting of the board of equalization shall be held on June first of each year, or as soon thereafter as practicable. After such first meeting, the board may adjourn from time to time, and a vote of adjournment to a particular time and place shall be sufficient notice of the meeting so held. Any person who may object or complain as to the assessment of his/her property for city purposes shall have the right to appeal to the board of equalization either in person or by authorized agent, and such appeal may be made either by personal appearance before the board or in writing. The board of equalization shall have power to summon any property owner of the city before them, to take testimony under oath, and to require the production of books, papers, accounts and other evidence of the ownership and value of property within the city. Any person failing to appear before the board when summoned, or failing to give or produce such testimony or evidence, shall be guilty of contempt and may be punished by the board with a fine not to exceed one hundred dollars (\$100.00). The assessment of property for city purposes as revised or fixed by the board of equalization after the property owner has had an opportunity for hearing as provided by state law shall be final.

(Order of 4-15-75 [Amendment #5]; Am. Ord. 1719, passed 1-22-96)



**SECTION 4. SEIZURE AND SALE FOR DELINQUENT TAXES.**

The city council shall have full power and authority to provide by ordinance for the seizure and sale by the city assessor and collector of a sufficient amount of personal property of any delinquent taxpayer to pay all taxes due on said personal property by said delinquent to the city, together with all interest, penalties and costs, which seizure and sale shall be made without necessity of any writ and by virtue of the tax rolls of said city, which shall be sufficient warrant for said purpose, and such sale shall be conducted and notice shall be given in the same manner now provided by law for the sale of personal property by county tax collectors, and at such sale the purchaser shall acquire absolute title to the property sold.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Tax delinquency and foreclosures, see Tex. Local Gov't Code §§ 214.004 and 214.015; Tex. Tax Code §§ 33.91 et seq.*

**SECTION 5. ADVERTISEMENT AND SALE OF PROPERTY; DELINQUENT TAXES.**

The city council shall have full power and authority to pass all ordinances necessary to regulate advertisements and sales, by the assessor and collector, of personal property upon which taxes may be unpaid, and to provide for the perpetuation of all proceedings with reference to such advertisements and sale; and to pass all ordinances necessary to enforce the collection of such taxes.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 6. TAXES; WHEN DUE AND PAYABLE, INTEREST AND PENALTIES.**

All taxes, excises and charges heretofore levied or made by the City of Edinburg, and remaining unpaid, in whole or in part, at the time this charter takes effect, shall remain subject to and governed by the laws of the state, and the ordinances, rules and regulations of the City of Edinburg, now existing applicable thereto.

All ad valorem taxes levied by the City of Edinburg shall become payable on the first day of October of each year for which such taxes are levied, and shall become delinquent on February first, next following the year in which they are levied. All such taxes not paid before February first next following the year in which they are levied shall thereafter bear interest at the rate of six (6) per cent per annum until paid; and in addition thereto, there shall be collected the following penalty thereon, to wit: During the month of February, one (1) per cent; during the month of March, two (2) per cent; during the month of April, three (3) per cent; during the month of May, four (4) per cent; during the month of June, five (5) per cent; and on and after the first day of July, eight (8) per cent, together with costs in the amount of one dollar (\$1.00) each year tax is cleared by redemption receipt. Interest, penalties and costs shall become a part of the tax and collected in the same manner. In any case in which suit is brought for collection of delinquent taxes, there shall also be charged and collected an amount equal to ten (10) per cent of the taxes, penalties and interest due, as collection costs, and the same shall be secured by the lien securing the payment of such taxes.

All taxes due and to become due to the City of Edinburg shall be payable at the office of the city assessor and collector, and no demands shall be required to be made upon any taxpayer, it being the duty of each taxpayer to attend at the collector's office and pay his/her taxes.

A lien is hereby created on all property, real and personal, in favor of the City of Edinburg for all taxes, ad valorem, occupation, or otherwise, assessed against such property. Said lien shall exist from the first day of January in each year during which the tax is levied until the taxes are paid; such lien shall be prior to all other claims, and no gift, sale, assignment, or transfer of any kind, or judicial writ of any kind can ever defeat such lien, but the assessor and collector of taxes can pursue such property and whenever found may seize and sell enough thereof to satisfy such taxes, or the city may enforce and foreclose said liens, by suit or otherwise, in any court having jurisdiction, and may cause all or any part of such property to be sold to satisfy such taxes.

The city council may by ordinance provide that all taxes, either current or delinquent, due the city may be paid in installments.

(Am. Ord. 158, passed 3-3-53 [Amendment #2]; Am. Ord. 1719, passed 1-22-96)

## **SECTION 7. TAX LIENS.**

The annual assessment of taxes made by the city upon landed property shall be a special lien thereon, and all property; both real and personal, belonging to any delinquent taxpayer shall be liable to seizure and sale for the payment of all taxes and penalties due by such delinquent; provided that the homestead of such delinquent shall only be liable for the taxes, interest, penalties and costs due or accruing thereon.

All real property in the City of Edinburg upon the first day of January of each year and subject to taxation by said city, shall stand charged with a special lien in favor of the city for all taxes levied against the owner thereof during the year, superior to all mortgages and other liens thereupon, except the liens for taxes due other public taxing units authorized by law to levy taxes thereon and for which taxes lien is given by law on such property, and all persons purchasing the same after the first day of January of any year shall take the same subject to such lien, and the city may intervene in any suit for the foreclosure of any other lien and assert its right or may institute an independent suit and make all mortgages and lienholders and subsequent purchasers parties for the purpose of enforcing its lien, or recovering personal judgment for its taxes, and said city shall be authorized and it is hereby made the duty of the city assessor and collector to file the proper statement of the taxes in any court of bankruptcy administering the estate of any bankrupt taxpayer.

In all cases where a taxpayer makes an assignment of his/her property for the payment of his/her debts, or where his/her property is levied upon by creditors by writs of attachment or otherwise, or where the estate of a decedent has become insolvent and the taxes assessed against such in whole, the amount of such unpaid taxes shall be a first lien upon all such property; provided that when taxes are due upon the estate of a deceased person the lien herein provided for shall be subject to the allowances to widows and minors, funeral expenses and expenses of last sickness, and such unpaid taxes shall be paid by the assignee when said property has been assigned, by the sheriff out of the proceeds of sale in case such property has been seized by attachment or other writ, and by the administrator or other legal representatives of decedents; and if said taxes shall not be paid, all said property may be levied on by tax collector and sold for such taxes in whomsoever's hands it may be found.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 8. PERSONAL PROPERTY; REMOVAL AND PROCEDURE.**

If it comes to the knowledge of the city assessor and collector at any time after the levy of taxes for the year that any personal property subject to taxation in the city is about to be removed from the city, and the owner of such property has no other tangible property in the city sufficient to satisfy all assessments against him/her, the assessor and collector shall, if said property has not been assessed, proceed at once to assess the same and he/she shall thereupon levy upon a sufficiency of such property to satisfy such taxes and all costs and sell the same as provided in the preceding section; and the ordinance levying taxes for the year and the assessment made upon such property shall be sufficient warrant for so doing and to vest title in the purchaser.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 9. TAX SUITS: FORECLOSURE AND REDEMPTION.**

The City of Edinburg shall be authorized and it is hereby given the right to institute suit in any court in Hidalgo County having jurisdiction under the constitution and laws of the state at any time after taxes become due and are delinquent as herein provided, and recover personal judgment for the amount of taxes remaining unpaid by any person, firm or corporation, together with all interest, penalties, and costs, and if any part of such delinquent tax shall be due upon any lands or personal property, the city shall have the right in the same or any subsequent suit to have its lien thereon foreclosed and such property sold as provided by law for the foreclosure and sale of property under mortgage or other liens; provided that in all cases where lands are sold the owner shall have the right within two (2) years from the date of the filing of the tax deed to redeem his/her land from the purchaser under such judgment, as provided by Section 12, Acts 1937, 45th Leg., Ch. 506, p. 1494-a, as amended, or as may hereafter be provided by the laws of Texas or by ordinance of the city and failing to do so, the title of the purchaser shall become absolute without further act or proceeding. The privilege of redemption shall constitute part of the judgment and deed made to the purchaser and in such cases need not be inserted therein.

(Am. Ord. 1719, passed 1-22-96)

### ***Statutory reference:***

*Foreclosure, see Tex. Tax Code §§ 33.91 et seq.*

*Redemption, see Tex. Tax Code §§ 34.21 et seq.*

## **SECTION 10. TAX SUITS: PARTIES AND PROCESS.**

The applicable provisions of the laws and rules of civil procedure of the state relating to parties and process in suits for the collection of delinquent ad valorem taxes and the foreclosure of the liens thereof shall govern in such tax suits of the City of Edinburg.

**SECTION 11. TAX SUITS: CITATION BY PUBLICATION AND TRIAL.**

In all tax suits in which service of process is by publication or posting, the case shall stand for trial at the same time and in the manner as provided by law or the rules of civil procedure in similar cases. The suit shall be held in all respects to be a proceeding in rem, and the court shall hear proof and render judgment in favor of the city against each parcel of land for the amount of the tax, interest, penalty and costs legally chargeable against the same and shall foreclose the lien of the city thereon and condemn the land to be sold as under execution for the purpose of satisfying such judgment; provided, that for the purpose of foreclosing the lien of the city on all lands and lots where the owners thereof are alleged to be unknown, it shall not be necessary to institute a separate suit against each piece of property, and all such property may, if the city so elects, be embraced in one suit and judgment entered against each parcel and condemning the same to be sold as aforesaid.

**SECTION 12. TAX SUITS: PROCEDURE.**

It shall be competent in all cases to supplement the description contained in the assessment rolls with full proof of the identity of the whole tract or parcel of land therein assessed, and in suits to enforce collection of taxes by the city, such additional matters may be inserted in the petition, and reference may be made to any map, plat or survey of said city or any addition or subdivision made thereto or to any deed or decree or other instrument describing the same, which shall be on file or of record in the general land office of Texas or in the office of the district or county clerk of Hidalgo County, and such reference shall constitute part of such petition and all proceedings had in said suit.

**SECTION 13. TAX SUITS: EVIDENCE.**

In all suits for the collection of taxes which have been heretofore or which may hereafter be levied upon the tax rolls of said city a certified statement made therefrom by the assessor and collector shall be prima facie evidence of the truth of all recitation and facts shown by said rolls and shall be held to be sufficient proof (subject to rebuttal only by pleading and proof by defendant) of the following facts, viz:

(a) That the person, firm or corporation therein shown to be a taxpayer was such and owned the property therein listed, and that such property was subject to taxation in said city and was rendered by such person, firm or corporation or by his/her or its agent at the value placed thereon in such rolls, or was unrendered and placed on the unrendered rolls.

(b) That the taxes due upon such property were duly and legally levied for the purpose shown in such rolls and that the same are valid and unpaid.

(c) That all acts and proceedings required by law or by ordinance of said city in the manner for rendering, appraising and fixing the values of said property and the giving of all notices to such taxpayers have each and all been performed and complied with at the time and in the manner and form required and that all things that might be construed as conditions precedent to the lawful demand upon such taxpayers to pay the amount of taxes in such rolls shown to be due by him/her or them have been performed at the time and in the manner required by law, provided that in the event that defendant shall show that his/her property was voluntarily rendered by

him/her, and that the valuation of the same was subsequently changed by the assessor or board of equalization without notice to him/her or his/her agent, or shall show that the said rate of taxation for any purpose was to any extent illegal, judgment shall thereupon be rendered against his/her for the proper amount due, based upon the value of his/her property as rendered by him/her and the amount of tax which is found to be legal.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 14. COST IN TAX SUITS.**

In all suits for the collection of taxes the costs of such proceedings shall be collected in the same manner provided by law for the collection of costs in suits for taxes by the state and county.

*Statutory reference:*

*Recovery of costs and expenses, see Tex. Tax Code § 33.48*

#### **SECTION 15. TAX SALES; PURCHASES.**

When any property, real or personal, is sold to enforce the collection of taxes the City of Edinburg shall not become the purchaser thereof unless no one else is present who will purchase the same and pay the full amount due the city, including all costs and penalties, and it is hereby made the duty of the city attorney or the person acting as such to attend all sales and bid therefor for the city, and upon such sale the officer making the same shall execute to the city or other purchaser proper evidence of the title and place the purchaser of personal property in possession thereof.

#### **SECTION 16. ASSESSMENT OF TAXES; SUPPLEMENTAL.**

If the city assessor and collector shall discover any property, real or personal, which was subject to taxation for any year heretofore and which from any cause has escaped taxation, he/she shall require the same to be listed and assessed according to the rate of taxation levied for the year or years it was omitted and enter the same as a supplement to his/her next roll, stating the year, and the taxes thereon shall be collected in the same manner as other assessments and be subject to the same penalties; providing that such supplemental rolls shall be due at once upon the approval of such rolls by the city council, and if not paid within sixty (60) days thereafter shall bear interest at the rate of six (6) per cent per annum, and may be collected by seizure and sale or suit as herein provided for the collection of other taxes.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 17. TAX LIEN; UNRENDERED PROPERTY, UNKNOWN OWNER.**

The city assessor shall list all property which for any cause has not been rendered to him/her for taxation in such form as may be prescribed by the city council, such valuation thereon as

he/she may deem just, provided same shall not be higher than rendered property of like character. If the owners of such property are unknown to the assessor he/she shall so state, and such assessment shall be sufficient warrant for the collection of taxes due upon said property by seizure and sale or suit as herein provided for the collection of taxes on other property.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 18. STATUTE OF LIMITATIONS; REGULARITIES OR PROCEDURE.**

No taxes due the City of Edinburg shall ever be held to be barred by any statute of limitation and no irregularities in the time and manner of making the annual levy of taxes or in making any inventory, list or appraisal, or in making or returning the city assessment rolls or the approval thereof shall ever be held to invalidate any assessment, and all taxes heretofore levied by the city council of said city and which are unpaid, are hereby continued in force and may be collected by seizure and sale of the property of the person owning the same or by suit as herein provided.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 19. PROPERTY SUBJECT TO TAXATION.**

All property, real or personal or mixed, made taxable by the laws of the State of Texas, which is situated in the City of Edinburg on the first day of January of each year, and all personal property owned and controlled by persons residing herein and taxable by law at the place where the owner or agent in charge may reside, shall be subject to taxation by said city for all purposes provided in this charter.

#### **SECTION 20. LAWS CONTINUED IN FORCE; OCCUPATION TAX.**

The city council shall have the power to levy and collect in annual occupation tax on all occupations, callings, businesses and professions taxed by the State of Texas from time to time to the amount of one-half ( $\frac{1}{2}$ ) of occupation tax levied by the state, and shall have power by ordinance to provide adequate means for enforcing the collection of same.

All laws and parts of laws now in force providing for the levy and collection of taxes not in conflict with this charter relating to the city are hereby continued in full force and effect.

If the city council shall fail, refuse or neglect to pass an ordinance levying the taxes for any year, the ordinance last passed levying taxes shall be considered in force and a failure to pass such an ordinance shall in no wise invalidate the collection of any taxes.

(Am. Ord. 1719, passed 1-22-96)

#### ***Statutory reference:***

*Amount of occupation tax authorized, see Tex. Const. Art. VIII, § 1*



## **ARTICLE XI. CONDEMNATION AND SPECIAL ASSESSMENT**

### **SECTION 1. POWER OF CONDEMNATION AND SPECIAL ASSESSMENT.**

The city shall have power:

(1) To acquire property by condemnation within or without its corporate limits for any municipal purpose, and, for the purpose of (a) protecting, preserving, and facilitating an improvement or (b) financing an improvement or (c) bringing about such developments of property along or in the vicinity of an improvement as will make such development harmonious with and adjusted to the improvement or (d) any combination of such purposes, to require by condemnation property in excess of that needed for the actual improvement and to sell or lease such excess property with or without imposing building and use restrictions and conditions.

(2) To provide for the payment of all or any part of the costs of public improvements by the levying and collecting of special assessments upon properties specially benefited, in accordance with authorizations provided by state laws and such amendments as may be made thereto.

***Statutory reference:***

*Condemnation, see Tex. Local Gov't Code §§ 251.001 et seq.*

### **SECTION 2. SPECIAL ASSESSMENT METHOD AND PROCEDURE.**

The method and procedure for determining the amount to be assessed, the spread and apportionment of the amount to be assessed, and the boundary and location of the property, lots, district or area to be assessed, for making and approval of the plans and specifications, for the notices to property owners and other interested parties, for the hearings, for the composition, organization and procedure of boards of revision or appraisal, for the levy of the assessment and for any and all other determinations, steps, measures, resolutions, ordinances, and actions in relation to the assessment shall be governed by either (a) the provisions of the special assessment statutes of Texas, or (b) the provisions of a general ordinance setting forth such method and procedure, which general ordinance may be enacted by the city council and shall be subject to amendment or repeal. Relative to subsection (a) above, it is the intent and purpose hereof to incorporate and make a part of the charter of the City of Edinburg the powers, terms, and provisions contained in state law related to special assessments.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Statutory provisions, see Tex. Transp. Code §§ 312.061 et seq.*

### **SECTION 3. STREET IMPROVEMENTS; LEGISLATIVE ACTS INVOKED.**

As exclusive of the powers described in this article and the municipal powers stated or implied elsewhere in this charter and wholly alternative to these powers, the city shall have the power, by ordinance, to adopt all and singular the rights, powers, and provisions of applicable state law.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Control of highway assets, see Tex. Transp. Code §§ 312.001 et seq.*

**SECTION 4. EMINENT DOMAIN.**

In addition, or as alternatives, to all other powers on the subject conferred by this charter or existing by law, the City of Edinburg shall have and may exercise all the powers enumerated in applicable state law relating to the acquisition of property.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Eminent domain, see Tex. Local Gov't Code §§ 251.001 et seq.*

## **ARTICLE XII. FRANCHISES AND PUBLIC UTILITIES**

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**SECTION 1. POWERS OF THE CITY.**

In addition to the city's power to buy, own, construct, maintain and operate utilities and to manufacture and distribute electricity, gas, or anything else that may be needed or used by the public (see powers made part of this charter in Article I, Section 2), the city shall have further powers as may now or hereafter be granted under the constitution and laws of the State of Texas.

**SECTION 2. FRANCHISE; POWER OF CITY COUNCIL.**

Subject to the requirements of applicable state law regarding petitions and referendum, the city council shall have the power by ordinance to grant, amend, renew and extend all franchises of all of public utilities of every character operating within the City of Edinburg, and for such purpose is granted full power. No public utility franchise shall be transferable except with the approval of the city council by ordinance.

(Am. Ord. 1719, passed 1-22-96)

***Statutory reference:***

*Authority to grant franchise, see Tex. Local Gov't Code § 282.003*

**SECTION 3. TERM AND PLANS OF PURCHASE.**

Any public utility franchise may be terminated by ordinance at specified intervals of not more than five (5) years after the beginning of operation, whenever the city shall determine to acquire by condemnation or otherwise the property of such utility necessarily used in or conveniently useful for the operation thereof within the city limits.

**SECTION 4. RIGHT OF REGULATION.**

All grants, renewals, extensions, or amendments of public utility franchises, whether it be so provided in the ordinance or not, shall be subject to the right of the city:

- (a) To repeal the same by ordinance at any time for failure to begin construction or operation within the time prescribed or otherwise to comply with the terms of the franchise, such power to be exercised only after due notice and hearing;
- (b) To require proper and adequate extension of plant and service, and the maintenance of the plant and fixtures at the highest reasonable standard of efficiency;
- (c) To establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates;
- (d) At any time to examine and audit the accounts and other records of any such utility and to require annual and other reports, including reports on local operations by each public utility;
- (e) To impose such reasonable regulations and restrictions as may be deemed desirable or conducive to the safety, welfare and accommodation of the public;
- (f) To at any time require such compensation and rental as may be permitted by the laws of the State of Texas.

***Statutory reference:***

*Authority to regulate rates, see Tex. Rev. Civ. Stat. Art. 1175(2) and Art. 1446c-O, Subtitle C*

**SECTION 5. CONSENT OF PROPERTY OWNERS.**

The consent of abutting and adjacent property owners shall not be required for the construction, extension, maintenance or operation of any public utility; but nothing in this charter or in any franchise granted thereunder shall ever be construed to deprive any right of action for damage or injury to his/her property as now or hereafter provided by law.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 6. EXTENSIONS.**

All extensions of public utilities within the city limits shall become a part of the aggregate property of the public utility, shall be operated as such, and shall be subject to all the obligations and reserved rights contained in this charter and in any original grant hereafter. The right to use

and maintain any extension shall terminate with the original grant and shall be terminable as provided in Section 4. In case of an extension of a public utility operated under a franchise hereafter granted, such right shall be terminable at the same time and under the same conditions as the original grant.

#### **SECTION 7. OTHER CONDITIONS.**

All franchises heretofore granted are recognized as contracts between the City of Edinburg and the grantee, and the contractual rights as contained in any such franchise shall not be impaired by the provisions of this charter, except that the power of the City of Edinburg to exercise the right of eminent domain in the acquisition of any utility property is in all things reserved, and except the general power of the city heretofore existing and provided for to regulate the rates and services of a grantee which shall include the right to require proper and adequate extension of plant and service and the maintenance of the plant and fixtures at the highest reasonable standard of efficiency. Every public utility franchise hereafter granted shall be held subject to all terms and conditions contained in the various sections of this article whether or not such terms are specifically mentioned in the franchise. Nothing in this charter shall operate to limit in any way as specifically stated the discretion of the city council or the electors of the city in imposing terms and conditions as may be reasonable in connection with any franchise grant.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 8. FRANCHISE RECORDS.**

Within six (6) months after this charter takes effect every public utility and every owner of a public utility franchise shall file with the city, as may be prescribed by ordinance, certified copies of all franchises owned or claimed, or under which such utility is operated. The city shall compile and maintain a public record of public utility franchises.

#### **SECTION 9. ACCOUNTS OF MUNICIPALLY OWNED UTILITIES.**

Accounts shall be kept for each public utility owned or operated by the city, in such manner as to show the true and complete financial results of such city ownership and operation, including all assets, appropriately subdivided into different classes, all liabilities subdivided by classes, depreciation reserve, other reserves, and surplus; also revenues, operating expenses including depreciation, interest payments, rental, and other disposition of annual income. The accounts shall show the actual capital cost to the city of each public utility owned, also the cost of all extensions, additions and improvements, and the source of funds expended for such capital purposes. They shall show as nearly as possible the cost of any service furnished to or rendered by any such utility to any other city or governmental department. The city council shall annually cause to be made and published a report showing the financial results of such city ownership and operation, giving the information specified in this section or such data as the city council shall deem expedient.

(Am. Ord. 158, passed 3-3-53 [Amendment #3]; Am. Ord. 1719, passed 1-22-96)

*Statutory reference:*

*City owned utilities, see Tex. Rev. Civ. Stat. Art. 1106 et seq. and Tex. Local Gov't Code §§ 402.001 et seq.*

## **SECTION 10. REGULATION OF RATE AND SERVICE.**

The city council shall have full power, after due notice and hearing to regulate by ordinance the rates and service of every public utility operating in the City of Edinburg.

(Am. Ord. 1719, passed 1-22-96)

### ***Statutory reference:***

*Authority to regulate rates, see Tex. Rev. Civ. Stat. Art. 1175(2) and Art. 1446c-O, Subtitle C*

## **ARTICLE XIII. RECALL**

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### **SECTION 1. GENERAL PROVISION.**

Any elective officer of the City of Edinburg may be removed from office by recall. Any voter of the city may make and file with the city secretary an affidavit containing the name or names of any officer or officers whose removal is sought and a statement of the grounds for removal. The city secretary shall thereupon deliver to the voter making such affidavit, copies of petition blanks demanding such removal, of form to be prescribed by the city council promptly after this charter goes into effect. Such blanks shall be issued by the city secretary with his/her signature and official seal thereto attached; they shall be dated and addressed to the city council and shall indicate the name of the person to whom issued, the number of blanks so issued and the name of the officer whose removal is sought. A copy of the petition shall be entered in a record book to be kept for the purpose in the office of the city secretary. The recall petition to be effective must be returned and filed with the city secretary within thirty (30) days after the filing of the affidavit, and it must bear the signature of the voters of the city to the number of at least twenty-five (25) per cent of the number of voters who cast their votes at last preceding regular municipal election; provided, however, that the petition shall not be effective unless it bears the signature of at least three hundred (300) voters of the city.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 2. RECALL ELECTION ORDERED.**

If a recall petition, or amended petition as defined in Article XVI, Section 3, shall be certified by the city secretary to be sufficient he/she shall at once submit it to the city council with his/her certificate to that effect and notify the officer whose removal is sought by such action. If the officer whose removal is sought does not resign within five (5) days after such notice, the city council shall thereupon fix a day for holding a recall election. Any such election shall be held not less than thirty (30) days or more than sixty (60) days after the petition has been presented to the city council, and at the same time as any other special or general election held within such

period; but if no such election is to be held within such period, the city council shall call a special election to be held within the time aforesaid.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 3. BALLOTS IN RECALL ELECTIONS.**

Ballots used at recall elections shall conform to the following requirements: with respect to the officer whose removal is sought the question to be submitted shall be "SHALL (name of person) BE REMOVED FROM THE OFFICE OF \_\_\_\_\_ BY RECALL." Immediately below such question there shall be printed on the ballots the two (2) following propositions, one above the other, in the order here indicated:

"Against the recall of (name of person)"

"For the recall of (name of person)"

### **SECTION 4. RESULT OF RECALL ELECTION.**

If a two-thirds (⅔) majority of such votes be for the recall of the officer indicated on the ballots, he/she shall, regardless of any defect in the recall petition, be deemed removed from office, and his/her place shall be filled in the manner prescribed in this charter for filling vacancies in such office.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 5. LIMITATION ON RECALL PETITION.**

No recall petitions shall be filed against an officer within three (3) months after he/she takes office nor, in respect to an officer subjected to a recall election and not removed thereby, until at least six (6) months after such election.

(Am. Ord. 1719, passed 1-22-96)

## **ARTICLE XIV. INITIATIVE**

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### **SECTION 1. POWER TO INITIATE ORDINANCES.**

The voters shall have power to propose any ordinance, except an appropriation ordinance or an ordinance making a tax levy, and to adopt or reject the same at the polls, such power being known as the initiative. Any initiated ordinance may be submitted to the city council by petition signed by voters of the city equal in number to at least ten (10) per cent of those who voted at the last regular municipal election, provided, however, that the petition must bear the signatures of at least one hundred (100) voters of the city. All petition papers circulated with respect to initiated



resolution or ordinance shall be uniform in character and shall contain the proposed resolution or ordinance in full.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 2. CONSIDERATION OF INITIATED ORDINANCE.**

If an initiative petition, or amended petition as defined in Article XVI, Section 3, be found sufficient by the city secretary, he/she shall immediately so certify and promptly submit the ordinance therein set forth to the city council, which shall at once read the proposed ordinance and refer it to an appropriate committee, which may be a committee of the whole. Provision shall be made for a public hearing upon the proposed ordinance before the committee to which it is referred. Thereafter the committee shall report the ordinance to the city council, with its recommendation thereon, not later than sixty (60) days after the date on which such ordinance was submitted to the city council by the city secretary. Upon receiving the ordinance from the committee, the city council shall proceed at once to consider it and to take final action thereon within thirty (30) days from the date of such committee report.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 3. SUBMISSION OF INITIATED ORDINANCES TO ELECTORS.**

If the city council fails to pass an ordinance proposed by initiative petition, or pass it in form different from that set forth in the petition thereof, the committee of the petitioners hereinafter provided for may, by an additional petition signed by voters, in no case less than fifty (50) in number and equal in number to at least five (5) per cent of the number who voted at the last regular municipal election, who did not sign the petition by which the ordinance was originally proposed to the city council, require that it be submitted to a vote of the electors either in its original form or with any change or amendment which was presented in writing during the consideration thereof by the city council or its committee. If the committee of petitioners require the submission of a proposed ordinance to a vote of the voters they shall certify that fact to the city clerk and file in his/her office a certified copy of the measure, in the form in which it is to be submitted, together with the additional petition as provided in this section, within ten (10) days after final action on such ordinance by the city council.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 4. ELECTION OF INITIATED ORDINANCE.**

Upon receipt of the certified copy of a proposed ordinance and the additional petition presented in accordance with the foregoing section from the committee of the petitioners, the city clerk shall, if he/she finds the additional petition sufficient, certify that fact to the city council at its next regular meeting, and the proposed ordinance shall be submitted to a vote of the voters, at a special election to be held not earlier than thirty (30) days, nor later than sixty (60) days, after the receipt of the clerk's certificate as aforesaid, which election shall be called and fully provided for by the city council. If, when submitted to the voters, a majority of those voting on the proposed ordinance shall vote in favor thereof, it shall thereupon be an ordinance of the municipality.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 5. INITIATED ORDINANCE PASSED BY THE CITY COUNCIL IN AMENDED FORM.**

When an ordinance proposed by initiative petition is passed by the city council in a changed or amended form, and the committee of the petitioners requires that such proposed ordinance be submitted to a vote of the voters as provided in Article XIV, Section 3, hereof, the ordinance as passed by the city council shall not take effect until after such vote and, if the proposed ordinance so submitted be approved by a majority of the voters voting thereon, the ordinance as passed by the city council shall be deemed repealed.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 6. INITIATED REPEALING ORDINANCES.**

Proposed ordinances for repealing any existing ordinance or ordinances, in whole or in part, may be submitted to the city council as provided in the preceding sections for initiating ordinances. Initiated ordinances adopted by the voters shall be published, and may be amended or repealed by the city council, as in the case of other ordinances.

(Am. Ord. 1719, passed 1-22-96)

### **ARTICLE XV. THE REFERENDUM**

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#### **SECTION 1. POWER OF REFERENDUM.**

The voters shall have power to approve or reject at the polls any ordinance passed by the city council, or submitted by the city council to a vote of the voters, except an appropriation ordinance or an ordinance making the annual tax levy, such power being known as the referendum. Ordinances submitted to the city council by initiative petition and passed by the city council without change, or passed in an amended form and not required by the committee of the petitioners to be submitted to a vote of the voters, shall be subject to the referendum in the same manner as ordinances.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 2. REFERENDUM PETITION.**

Within not more than thirty (30) days after the final passage by the city council of any ordinance which is subject to referendum, a petition signed by the voters of the city equal in number to at least twenty (20) per cent of those who voted in the last preceding regular municipal election, and in no case less than two hundred (200) voters, may be filed with the city

clerk requesting that any such ordinance, or any specified part thereof, be either repealed or submitted to a vote of the voters.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 3. CONSIDERATION OF REFERRED ORDINANCE BY CITY COUNCIL; REFERENDUM ELECTION.**

If a referendum petition or amended petition as defined in Article XVI, Section 3, be found sufficient by the city secretary he/she shall certify that fact to the city council at the next regular meeting. Upon receipt of the secretary's certificate the city council shall proceed to reconsider the ordinance or part thereof and its final vote upon such consideration shall be upon the question "Shall the ordinance (or part of the ordinance) specified in the referendum petition be repealed?" If upon reconsideration the ordinance, or part thereof, be not repealed it shall be submitted to the voters at a special election to be held not less than thirty (30) days nor more than sixty (60) days after such final vote by the city council, which special election shall be called and caused to be held, and fully provided for, by the city council.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 4. FORM OF BALLOT FOR INITIATED AND REFERRED ORDINANCES.**

Ordinances, or parts thereof, submitted to a vote of the voters in accordance with the initiative and referendum provisions of this charter shall be submitted by ballot, title of which shall be prepared in all cases by the city attorney or as directed by the city council. The ballot title may be distinct from the legal title of any such initiated or referred ordinance, shall be a clear, concise statement, without argument or prejudice, descriptive of the substance of such ordinance or part thereof. The ballot used in voting upon any ordinance, or part thereof, shall have below the ballot title the following propositions, one above the other, in the order indicated:

"FOR THE ORDINANCE"

"AGAINST THE ORDINANCE"

Any number of ordinances, or part thereof, may be voted at the same election and may be submitted on the same ballot, but the ballot shall be for that purpose only.

(Am. Ord. 1719, passed 1-22-96)

### **SECTION 5. PRELIMINARY ACTION UNDER ORDINANCES.**

In case a petition be filed requiring that an ordinance passed by the city council involving the expenditures of money, a bond issue, or a public improvement be submitted to a vote of the voters, all steps preliminary to such actual expenditure, actual issuance of bonds, or actual execution of the contract for such improvement, may be taken prior to the election.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 6. PUBLICITY FOR ORDINANCES AND AMENDMENTS SUBMITTED TO VOTERS.**

The city secretary, at least fifteen (15) days before any election at which any ordinance or charter amendment is to be submitted to the voters, shall have printed in the official newspaper the full text of all ordinances or charter amendments submitted, with their respective ballot titles. The text of every ordinance or charter amendment shall also be displayed at the polling place in such election; but the validity of an ordinance or charter amendment approved by the voters shall not be questioned because of errors or irregularities in publication or display.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 7. CONFLICT OF ORDINANCES ADOPTED OR APPROVED.**

If two (2) or more ordinances adopted or approved at the same election conflict in respect of any of their provisions, they shall go into effect in respect of such of their provisions as are not in conflict and the one receiving the highest affirmative vote shall prevail insofar as their provisions conflict.

# **ARTICLE XVI. INITIATIVE, REFERENDUM, AND RECALL PETITIONS**

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## **SECTION 1. SIGNATURES TO PETITIONS.**

The signatures to initiative, referendum or recall petitions need not all be appended to one paper, but to each separate petition there shall be attached an affidavit of the circulator thereof as provided in this section. Each signer of any such petition paper shall sign his/her name in ink or indelible pencil and shall indicate after his/her name his/her place of residence by street and number, or other description sufficient to identify the place. There shall appear on each petition the names and addresses of five (5) voters of the city, and on each paper the names and addresses of the same five (5) voters, who, as a committee of the petitioner, shall be regarded as responsible for the circulation and filing of the petition, but such five (5) voters shall only be counted one time in the total voters signing the petition. The affidavit attached to each petition shall be as follows:

STATE OF TEXAS        )

COUNTY OF HIDALGO    )

\_\_\_\_\_, being duly sworn, deposes and says that he/she, and he/she only, personally circulated the foregoing paper, that all the signatures appended thereto were made in his/her presence and that he/she believes them to be the genuine signatures of the persons whose names they purport to be.

SIGNED \_\_\_\_\_

(Signature of Circulator)

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public (or other officer, authorized to administer oaths)

The foregoing affidavit shall be strictly construed and any affiant convicted of swearing falsely as regards to any particular thereof shall be punishable in accordance with existing law.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 2. FILING, EXAMINATION AND CERTIFICATE OF PETITIONS.**

All petition papers comprising an initiative, referendum or recall petition shall be assembled and filed with the city secretary as one instrument. Within ten (10) days after a petition is filed, the city secretary shall determine whether each paper of the petition is properly attested and whether the petition is signed by a sufficient number of voters. The city secretary shall declare any petition paper entirely invalid which is not attested by the circular thereof as required by Article XVI, Section 1, of this charter. Upon completing his/her examination of the petition, the city secretary shall certify the result of his/her examination to the city council. If he/she shall certify that the petition is insufficient, he/she shall set forth in his/her certificate the particulars in which it is defective and shall at once notify the committee of the petitioners of this finding.

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 3. AMENDMENT OF PETITIONS.**

An initiative, referendum, or recall petition may be amended at any time within ten (10) days after the making of a certificate of insufficiency by the city secretary, by filing a supplementary petition upon additional papers signed and filed as provided in case of an original petition. The city secretary shall, within five (5) days after such an amendment is filed, make examination of the amended petition and, if his/her certificate shall show the petition to be insufficient, he/she shall file it in his/her office and notify the committee of the petitioners of his/her findings and no further actions shall be had on such insufficient petition. The findings of the insufficiency of a petition shall not prejudice the filing of a new petition for the same purpose.

(Am. Ord. 1719, passed 1-22-96)

# **ARTICLE XVII. GENERAL PROVISIONS**

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## **SECTION 1. PUBLICITY RECORDS.**

All records and accounts of every office, department or agency of the city shall be open to inspection by any citizen, any representative of the press at all reasonable times and under reasonable regulations established by the city manager.

***Statutory reference:***

*Public Information Act (previously the Open Records Act), see Tex. Gov't Code §§ 552.001 et seq.*

**SECTION 2. PERSONAL INTEREST.**

No member of the city council or any officer or employee of the city shall have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract or in the sale to the city or to a contractor supplying the city of any land or rights or interest in any land, material, supplies, or services, or in any matter in which he/she acts for the city. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his/her office position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the city shall render the contract voidable by the city manager or the city council.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 3. INCREASING PERSONNEL OR PAYROLL BEFORE ELECTIONS.**

Neither the personnel nor payroll of or for any department of the city shall be increased within sixty (60) days before any election of council members unless same be necessary to provide for an emergency first formally declared by resolution of the city council which resolution shall state the nature of the emergency and specify the necessary increase in personnel and/or payroll to meet the same. In the event of any violation of any provision of this section, any such attempted increase shall be void and any and every person in any manner participating in the authorization or carrying out of any such increase shall be personally liable to the city for any money paid out on account of any such increase; and also be subject to removal from any position or office with or of the city which he/she may hold at the suit or complaint of any taxpayer of the city. Any such emergency in support of increase of personnel or payroll of any city-owned utility under the management of an independent board shall be declared by order or resolution of such board.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 4. OATH OF OFFICE.**

Every officer of the city shall, before entering upon the duties of his/her office, take and subscribe to the following oath or affirmation, to be filed and kept in the office of the city secretary.

"I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_ of the City of Edinburg, State of



Texas, and will to the best of my ability preserve, protect, and defend the constitution and laws of the United States and of this state and the charter and ordinances of this city; and I furthermore solemnly swear (or affirm) that I have not directly or indirectly paid, offered, or promised any public office or employment as a reward for the giving or withholding a vote at the election at which I was elected, or if the office is one of appointment, to secure my appointment. So help me God.”

(Am. Ord. 1719, passed 1-22-96)

## **SECTION 5. OFFICIAL BONDS.**

(a) The mayor and each of the council members shall, upon entering office, execute official bonds to be approved by the city council, in the amount, conditioned, and payable as provided by Article 1162, Revised Civil Statutes of Texas, 1925, or as may be provided by ordinance passed by the unanimous vote of the entire city council.

(b) The city manager shall, before, or as soon as possible after, entering upon his/her duties enter into a bond to be approved by the city council, in the sum often thousand dollars (\$10,000.00), or any other amount that may be provided by ordinance, for the faithful performance of the duties of his/her office as prescribed in this charter.

(c) All other officers and employees of the city whose duties require or involve the handling or possession of any funds, personal property; or supplies or other things of value of the city shall enter into bonds to be approved by the city council, conditioned that they will faithfully account for and pay over or deliver all funds and personal property and other things of value belonging to the city coming into their possession. Said bonds shall be in such respective amounts as may be fixed by the city council.

The premiums of all bonds herein provided for shall be paid by the city.

It shall be the duty of the city council and of the city manager to see to the execution of all bonds herein provided for.

(Am. Ord. 1719, passed 1-22-96)

### ***Editor's note:***

*The provisions of Article 1162, Revised Civil Statutes of Texas, 1925, have been recodified at Tex. Local Gov't Code § 24.024. This statute establishes the bond amounts required in a Type C General Law Municipality.*

## **SECTION 6. [RESERVED].**

### ***Editor's note:***

*This section was repealed by Ord. 410, passed 10-21-69 [Amendment #2].*

## **SECTION 6-A. CONTINUANCE OF CONTRACTS.**

All contracts entered into by the city, or for its benefit, prior to the taking effect of this charter, shall continue in full force and effect. Public improvements for which legislative steps have been taken under laws or ordinances existing at the time this charter takes effect may be carried to completion in accordance with the provisions of such existing laws and ordinances.

#### **SECTION 7. EMPLOYMENT BY INDEPENDENT UTILITY BOARD.**

Any officer or employee of the city (including the city manager) may, with the consent and approval of the city manager and the city council, be employed by an independent board controlling and operating a utility owned by the city, to fill any office or position of, or to perform any services for, such independent board. In any such case the total compensation of such officer or employee whose services are so shared between the city and such independent board shall be paid by the city and such independent board in the proportions that may be agreed upon between the city council and such independent board.

(Am. Ord. 1719, passed 1-22-96)

#### **SECTION 8. CITY NOT REQUIRED TO GIVE SECURITY OR EXECUTE BOND.**

It shall not be necessary in any action, suit or proceeding in which the City of Edinburg is a party, for any bond, undertaking or security to be demanded or executed by or on behalf of said city in any state courts, but in all such actions, suits, appeals or proceedings same shall be conducted in the same manner as if bond, undertaking or security had been given as required by law, and city shall be just as liable as if security or bond had been duly executed.

#### **SECTION 8-A. CLAIMS FOR DAMAGES FROM CITY, WRITTEN NOTICE REQUIRED.**

(1) The City of Edinburg shall never be liable for any claim for property damage or for personal injury, whether such personal injury results in death or not, unless the person damaged or injured, or someone in his/her behalf, or in the event the injury results in death, the person or persons who may have a cause of action under the law by reason of such death or injury, shall, within sixty (60) days or within six (6) months for good cause shown from the date the damage or injury was received, give notice in writing to the mayor and city council of the following facts:

A. The date and time when the injury occurred and the place where the injured person or property was at the time when the injury was received.

B. The nature of the damages or injury sustained.

C. The apparent extent of the damage or injury sustained.

D. A specific and detailed statement of how and under what circumstances the damage or injury occurred.

E. The amount for which each claimant will settle.

F. The actual place of residence of each claimant by street, number, city and state on the date the claim is presented.

G. In the case of personal injury or death, the names and addresses of all persons who, according to the knowledge or information of the claimant witnessed the happening of the injury of any part thereof and the names of the doctors, if any, to whose care the injured person is committed.

H. In the case of property damage, the location of the damaged property at the time the claim was submitted along with the names and addresses of all persons who witnessed the happening of the damage or any part thereof.

(2) No suit of any nature whatsoever shall be instituted against the City of Edinburg unless the plaintiff applied to the city council for redress, satisfaction, compensation, or relief, as the case may be, and that the same was, by vote of the city council, refused.

(3) All notices required by this ordinance [section] shall be effectuated by serving them upon the City Manager at the following location: City of Edinburg, 415 West University Drive, Edinburg, Texas 78539, and all such notices shall be effective only when actually received in the office of the person named above.

(4) The above written notice requirements shall be waived if the city has actual knowledge of death, injury or property likely to result in a claim against the city. The city shall not be deemed to have actual knowledge unless that knowledge is attributable to an appropriate city official whose job duties include the authority to investigate and/or settle claims against the city.

(5) The written notice required under this ordinance [section] shall be sworn to by the person claiming the damage or injuries or by someone authorized by him/her to do so on his/her behalf. Failure to swear to the notice as required herein shall not render the notice fatally defective, but failure to do so verify the notice may be considered by the city council as a factor relating to the truth of the allegations and to the weight to be given to the allegations contained therein.

(Am. Ord. 410, passed 10-21-69 [Amendment #3]; Am. Ord. 1458, passed 11-19-91; Am. Ord. 1719, passed 1-22-96; Am. Ord. 2011-3535 [Amendment #6])

***Statutory reference:***

*Authority to provide for exemption from liability, see Tex. Local Gov't Code § 51.077*

*Tort Claims Act, see Tex. Civ. Pract. & Rem. Code §§ 101.001 et seq.*

**SECTION 9. EFFECT OF THIS CHARTER ON EXISTING LAWS.**

All ordinances, resolutions, rules and regulations now in force under the city government of Edinburg and not in conflict with the provisions of this charter shall remain in force and under this charter until altered, amended or repealed by the city council after this charter takes effect; and all rights of the City of Edinburg under existing franchises and contracts are preserved in full force and effect.

(Am. Ord. 1719, passed 1-22-96)

**SECTION 10. [RESERVED].*****Editor's note:***

*This section was repealed by Ord. 1719, passed 1-22-96.*

**SECTION 11. AMENDING THE CHARTER.**

This charter may be amended, and all amendments shall be made in the form and manner and under the procedure prescribed by the laws of the State of Texas for the amendment of city home rule charters.

(Am. Ord. 158, passed 3-3-53 [Amendment #4])

***Statutory reference:***

*Amending charter, see Tex. Local Gov't Code §§ 9.001 et seq.*

**SECTION 12. SEVERABILITY CLAUSE.**

If any section or part of section of this charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this charter nor the context in which such section or part of section so held invalid may appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

**SECTION 13. SUBMISSION OF CHARTER TO VOTERS.**

This charter shall be submitted to the qualified voters of the City of Edinburg at an election to be held for that purpose on the fifth day of April, 1949, and if a majority of the qualified voters voting in such election shall vote in favor of the adoption of this charter, it shall become the charter of the City of Edinburg, on and after thirty (30) days from the date of said election and not before, and after the returns have been canvassed, the same shall be declared adopted and the city clerk shall file an official copy of the charter with the records of the city clerk. The clerk shall furnish the mayor a copy of said charter, which copy of the charter so adopted, authenticated, and certified by his/her signature and seal of the city, shall be forwarded by the mayor to the secretary of state of the State of Texas and shall show the approval of such charter by majority vote of the qualified voters voting at such election.

In not less than thirty (30) days prior to such election the city commission shall cause the city clerk to mail a copy of this charter to each qualified voter of the City of Edinburg as appears from the tax collector's latest roll.

We, the undersigned members of the Edinburg Charter Commission, heretofore duly appointed to prepare a charter for the City of Edinburg, Texas, do hereby certify that this publication constitutes a true copy of the proposed and recommended charter of the City of Edinburg, Texas.

Dated this fifth day of February, 1949.

Sawnie B. Smith, Chairman	Mrs. H. A. Hodges
Ohland Morton, Vice-Chairman	Vance D. Raimond
Victor Bobo, Secretary	Mrs. Sid L. Hardin
A. A. Aldrich	C. T. Van Way
Mrs. A. Fernandez	Santos Gorena, Jr.
Keener C. Hudson	Domingo Lopez
M. C. Harris	J.R. Alamia

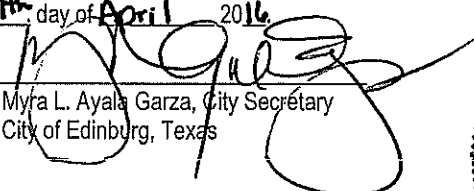
I, A. R. Ramirez, Mayor of the City of Edinburg, Hidalgo County, Texas, do hereby certify that the within and foregoing instrument constitutes and is a true, complete and correct copy of the charter of said City of Edinburg, Texas, adopted and approved by a majority vote of the qualified voters of said city at an election held in said city on the fifth day of April, A.D. 1949, and as amended April 7, A.D. 1953, as the same appears of record in the office of the city clerk of the City of Edinburg, Texas.

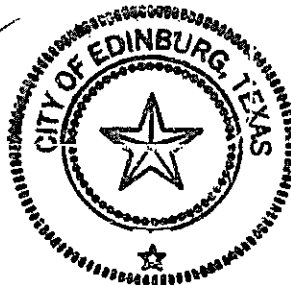
#### CERTIFICATE OF RECORDING OFFICER

I, Myra L. Ayala Garza, City Secretary for the City of Edinburg, hereby certify this document is a true and correct copy of the original Governing Body's Charter and Articles of Incorporation and is on file in the City Secretary's Office of the City of Edinburg, Texas. TO CERTIFY WHICH WITNESS MY HAND AND SEAL OF OFFICE THIS THE

27th day of April 2016

By:

  
Myra L. Ayala Garza, City Secretary  
City of Edinburg, Texas



## **APPENDIX IC2**

### **AGENT APPOINTMENT OF CITY MANAGER**





August 5, 2016

Mr. Richard Hyde, P. E.  
Executive Director  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087

RE: Municipal Solid Waste  
Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C  
Hidalgo County, Texas  
Appointment of Applicant's Agent (30 TAC §330.59(g))

Dear Mr. Hyde:

This is to advise you that the City of Edinburg, Hidalgo County, Texas, has duly appointed Mr. Richard M. Hinojosa, City Manager as its agent and signatory in matters concerning the application to amend TCEQ Permit MSW-956B for the Edinburg Regional Sanitary Landfill, and that he is authorized to sign any application, submit additional information as may be requested by Commission; and/or appear at any hearing of before the Texas Commission on Environmental Quality in conjunction with this request for an amendment to the Texas Solid Waste Disposal Act permit. The City of Edinburg further understands that it is responsible for the contents of this application, for oral statements given by its authorized representative in support of the application, and for compliance with the terms and conditions of any permit which might be issued based upon this application.

Sincerely,  
Edinburg Regional Disposal Facility  
By City of Edinburg

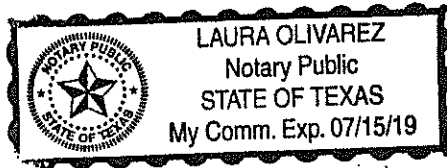
Richard M. Hinojosa  
City Manager  
City of Edinburg



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540  
Phone (956) 388-8204 • Fax (956) 383-7111



Subscribed and sworn to before me, by the said Richard M. Hinojosa, this 5<sup>th</sup> day of August, 2016, to certify which witness my hand and seal of office.



A handwritten signature in cursive script that reads "L. Olivarez".

L. Olivarez, Notary Public in and for the  
State of Texas

My Commission Expires 07/15/2019

**APPENDIX IC3**

**AGENT APPOINTMENT OF DIRECTOR OF DEPARTMENT OF SOLID WASTE  
MANAGEMENT**



August 5, 2016

Mr. Richard Hyde, P. E.  
Executive Director  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087

RE: Municipal Solid Waste  
Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C  
Hidalgo County, Texas  
Appointment of Applicant's Agent (30 TAC §330.59(g))

Dear Mr. Hyde:

This is to advise you that the City of Edinburg, Hidalgo County, Texas, has duly appointed Mr. Ramiro L. Gomez Jr., Director of Department of Solid Waste Management as its agent and signatory in matters concerning the application to amend TCEQ Permit MSW-956B for the Edinburg Regional Sanitary Landfill, and that he is authorized to sign any application, submit additional information as may be requested by Commission; and/or appear at any hearing of before the Texas Commission on Environmental Quality in conjunction with this request for an amendment to the Texas Solid Waste Disposal Act permit. The City of Edinburg further understands that it is responsible for the contents of this application, for oral statements given by its authorized representative in support of the application, and for compliance with the terms and conditions of any permit which might be issued based upon this application.

Sincerely,  
Edinburg Regional Disposal Facility  
By City of Edinburg

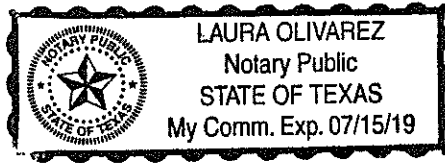
Richard M. Hinojosa  
City Manager  
City of Edinburg




**415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540**  
**Phone (956) 388-8204 • Fax (956) 383-7111**



Subscribed and sworn to before me, by the said Richard M. Hinojosa, this 5<sup>th</sup> day of August, 2016,  
to certify which witness my hand and seal of office.



  
\_\_\_\_\_  
L. Olivarez, Notary Public in and for the  
State of Texas  
My Commission Expires 07/15/2019

## **APPENDIX IC4**

### **AGENT APPOINTMENT OF CONSULTING AND DESIGN ENGINEERING FIRM**





August 5, 2016

Mr. Richard Hyde, P. E.  
Executive Director  
Texas Commission on Environmental Quality  
P.O. Box 13087  
Austin, Texas 78711-3087

RE: Municipal Solid Waste  
Edinburg Regional Disposal Facility, TCEQ Permit MSW-956C  
Hidalgo County, Texas  
Appointment of Applicant's Agent (30 TAC §330.59(g))

Dear Mr. Hyde:

This is to advise you that the City of Edinburg, Hidalgo County, Texas, has retained the firm of Golder Associates Inc. as consulting and designing engineers for the purpose of submitting engineering reports, planning material, plans, etc., which pertain to the Lateral Expansion Permit Amendment Application TCEQ Permit MSW-956C.

We herewith authorize you to review and comment on such reports, planning material, plans, etc., which pertain to the Expansion Permit Amendment Application as they are submitted for the City of Edinburg Regional Disposal Facility.

Sincerely,  
Edinburg Regional Disposal Facility  
By City of Edinburg

Richard M. Hinojosa  
City Manager  
City of Edinburg

C: Chad Ireland, Golder Associates



**415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540**  
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**APPENDIX ID**

**DOCUMENTATION OF APPLICATION FEE PAYMENT**

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**Transaction Information**

**Trace Number:** 582EA000264970  
**Date:** 07/21/2017 08:20 AM  
**Payment Method:** CC - Authorization 0000954654  
**Amount:** \$150.00  
**ePay Actor:** Kelly Crowe  
**Actor Email:** kcrowe@golder.com  
**IP:** 96.64.35.17

**Payment Contact Information**

**Name:** Kelly Crowe  
**Company:** Golder Associates Inc  
**Address:** 500 Century Plaza Dr Ste 190, Houston, TX 77073  
**Phone:** 281-821-6868

**Cart Items**

Click on the voucher number to see the voucher details.

Voucher	Fee Description	AR Number	Amount
<a href="#">329062</a>	NONHAZARDOUS WASTE PERMIT - NEW, AMENDMENTS & MODIFICATIONS		\$100.00
<a href="#">329063</a>	30 TAC 305.53B HWP NOTIFICATION FEE		\$50.00
<b>Total fees for transaction:</b>		<b>\$150.00</b>	

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Established in 1960, Golder Associates is a global, employee-owned organization that helps clients find sustainable solutions to the challenges of finite resources, energy and water supply and management, waste management, urbanization, and climate change. We provide a wide range of independent consulting, design, and construction services in our specialist areas of earth, environment, and energy. By building strong relationships and meeting the needs of clients, our people have created one of the most trusted professional services organizations in the world.

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North America	+ 1 800 275 3281
South America	+ 56 2 2616 2000

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**Fax: (281) 821-6870**



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