



Control Number: 46612



Item Number: 1

Addendum StartPage: 0



PURSUANT TO PUC CHAPTER 24, SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS, SUBCHAPTER G: CERTIFICATES OF CONVENIENCE AND NECESSITY

Application to Obtain or Amend a Certificate of Convenience and Necessity (CCN) Under Water Code Section 13.255

Docket Number: **46612**

(this number will be assigned by the Public Utility Commission after your application is filed)

7 copies of the application, including the original shall be filed with

Public Utility Commission of Texas
Attention: Filing Clerk
1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

RECEIVED
2016 NOV 29 AM 10:26
PUBLIC UTILITY COMMISSION
FILING CLERK

If submitting digital map data, two copies of the portable electronic storage medium (such as CD or DVD) are required.

CCN Requirements

1. Purpose of application

Check all boxes that apply.

The purpose of this application is to:

☐ Obtain single certification to a service area within the cities limits; and /or

☒ Amend Certificate of Convenience and Necessity (CCN) No. 12811

to provide ☒ water or ☐ sewer service to:

City of Mercedes (Subdivision or Area) and to decertify
a portion of North Alamo Water Supply Corp's CCN 10553 (Name of Utility and CCN No.)

2. Applicant

Name of City: City of Mercedes, Texas

Mailing address: P.O. Box 837, 400 S. Ohio Ave.

Phone: (956) 563-3114

Fax: (956) 565-8592

Email: rgarcia@cityofmercedes.com

Tax Identification number: 74-6001715

3. County or counties

Name of county(ies) where the city intends to provide retail public utility service:

Hidalgo

4. Contact information

Contact person regarding this application: Richard W. Fryer

Name: Richard W. Fryer

Title: Attorney at Law

Mailing address: 1352 W. Pecan Blvd., McAllen, Texas 78501

Phone: (956) 686-6606

Fax: (956) 686-6601

Email: email@fryerandhansen.com

5. Retail public utility

Retail public utility currently certificated to the area involved in this application:

Utility Name: North Alamo Water Supply Corp. Title:

Mailing address: 400 S. Doolittle Rd., Edinburg, Texas 78539

Phone: (956) 383-1618

Fax: (956) 383-1372

Email: ssanchez@nawsc.com

Retail public utility contact person regarding negotiations with the city over the service area involved:

Name: Richard W. Fryer

Title: Attorney at Law

Mailing address: 1352 W. Pecan Blvd., McAllen, Texas 78501

Phone: (956) 686-6606

Fax: (956) 686-6601

Email: email@fryerandhansen.com

6. Service area

On what date was this proposed service area incorporated by the city? April 2015

7. Negotiation date between city and retail public utility

On what date did negotiations begin between the city and the retail public utility? April 2015

8. Notice date

On what date was notice of the city's intent to provide service to the incorporated or annexed area provided to the retail public utility made? April 2015

Please attach a copy of the notice provided. Also attach a copy of the mailing list indicating to whom such notice was provided. See Exhibit "A"; Buyout Agreement for Service Area

9. Description of retail public utility facilities

Please provide a brief description of the retail public utility's facilities in the service area involved in this application.

Also indicate how many customers are currently receiving service from the retail public utility in this area:

All existing 16 inch pipes, 8 inch pipes, 6 inch pipes, fittings, services, connections and fire hydrants located within the City limits of Mercedes along U.S. HWY 83 between Mile 8 North and U.S. Business HWY 83 and between Mile 1 East and Mile 3 West at the southeast edge NAWSC CCA boundary. 75 customers are currently served with potable water by NAWSC (See customer list Attached as Exhibit "B".)

10. Service start date

Provide the date when city service to the area can begin. 90 Days after PUC Approval

11. Franchised utility information

If the city will allow a franchised utility to provide service to the area involved, please attach a copy of the city consent or franchise agreement and provide the following information:

Utility Name: N/A

Mailing address: N/A

Phone: N/A

Fax: N/A

Email: N/A

Franchised Utility's CCN Number: N/A

Franchised Utility's contact person and their address: N/A

Name: N/A

Title: N/A

Mailing address: N/A

Email: N/A

Phone: N/A

Phone: N/A

Fax: N/A

Email: N/A

12. Paper map requirements

All maps should include applicant's name, address, telephone number, and date of drawing or revision and be folded to 8½ x 11 inches.

Attach the following maps with each copy of the application:

- A. Subdivision plat or engineering plans or other large scale map showing the following:
 - 1. The exact proposed service area boundary showing locations of requests for service and locations of existing connections (if applicable).
 - 2. Metes and bounds (if available).
 - 3. Proposed and existing service area boundaries should be plotted on the map in relation to verifiable natural and man-made landmarks such as roads, creeks, rivers, railroads, etc.
 - 4. Service area boundaries should be shown with such exactness that they can be located on the ground.
- ❖ *Applicant may use a USGS 7.5"-minute series map if no other large scale map is available.*
- B. Small scale location map delineating the proposed service area. The proposed service area boundary should be delineated on a copy of the official CCN map. This map will assist the Public Utility Commission in locating the proposed service area in relation to neighboring utility service areas.
- C. Hard copy maps should include the following items:
 - 1. Map scale should be prominently displayed.
 - 2. Color coding should be used to differentiate the applicants existing service areas from the proposed service area.
 - 3. Attach a written description of the proposed service area.
 - 4. Proposed service area should be the same on all maps.
 - 5. Include map information in digital format (if available), see 13, GIS map information.
- D. Each utility shall make available to the public at each of its business offices and designated sales offices within Texas the map of the proposed service area currently on file with the Commission. The applicant employees shall lend assistance to persons requesting to see a map of the proposed area upon request.

❖ *For information on obtaining a CCN base map or questions about sending digital map data, please visit the Water Utilities section of the PUC's website for assistance.*

13. GISmap information

A. Digital Map Requirements: In order that your digital data can be properly used, the following information is necessary:

1. Submit digital data of the proposed CON service area on a CD, flash drive, or DVD. Two digital copies are necessary. Most files of CONs (minus the base map) should be small enough to zip up and put on a CD.
2. The digital data should include all items represented in the hard copy maps.
3. Please identify data file format, projection information, map units and base map used. Acceptable Data File Format:
 - a. ArcView shape file (preferred)
 - b. Arc/Info E00 file

☐ For information on obtaining a CON base map or questions about sending digital map data, please visit the Water Utilities section of the PUC website for assistance.

ALL APPLICABLE QUESTIONS MUST BE ANSWERED FULLY.

THE APPLICATION WILL NOT BE ACCEPTED FOR FILING WITHOUT MAPS

PLEASE NOTE THE FILING OF THIS APPLICATION DOES NOT CONSTITUTE AUTHORITY TO PROVIDE WATER/ SEWER SERVICE IN THE REQUESTED AREA.

OATH

State of TEXAS


County of HIDALGO

I, RICHARD GARCIA being duly sworn, file this

application under V.T.C.A., Water Code Section 13.255 as City Manager of the City of Mercedes, TX (Name of the City); that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the maps filed with this application, and have complied with all the requirements contained in this application; and, that all such statements made and matters set forth therein are true and correct. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Public Utility Commission of Texas.

I further represent that the application form has not been changed, altered or amended from its original form available only from the Commission.

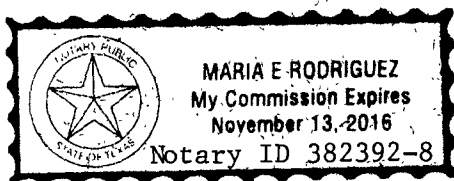
I further represent that the Applicant will provide continuous and adequate service to all customers and qualified applicants for service within its certificated service area.


AFFIANT (RICHARD GARCIA)
(Applicant's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the State of
Texas, this 9th day of September, 2016

SEAL




NOTARY PUBLIC



PURSUANT TO PUC CHAPTER 24, SUBSTANTIVE RULES APPLICABLE TO WATER AND SEWER SERVICE PROVIDERS, SUBCHAPTER G: CERTIFICATES OF CONVENIENCE AND NECESSITY

Application to Obtain or Amend a Certificate of Convenience and Necessity (CCN) Under Water Code Section 13.255

Instructions and Checklist

Each question on the application must be answered completely. If additional space is needed, attach additional sheets clearly labeled with the applicant's name and Docket Number if available. If a question is not applicable, please mark it N.A. and briefly explain why the question does not apply. DO NOT LEAVE ANY QUESTIONS BLANK.

7 copies of the application package, including the original, must be filed with the commission's filing clerk, per §22.71(c)(9) of the Commission's procedural rules.

The following items must be included in the application package:

- Completed application form, including any attachments
- Copy of notice of city's intent to serve the incorporated or annexed area to the retail public utility
- Completed Oath
- Maps - See the Map section on the application form for more details.

No required filing fee.

7 copies of the completed application package, including the original should be sent to:

Filing Clerk
Public Utility Commission of Texas
1701 North Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

EXHIBIT “A”

Agreement for Buyout of Service Area

**AGREEMENT FOR
BUYOUT OF SERVICE AREA**

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This agreement made April 21, 2015, 2014, by and between the City of Mercedes, Hidalgo County, Texas (hereinafter referred to as "*City*") and North Alamo Water Supply Corporation (hereinafter referred to as "*North Alamo*"), a non-profit corporation of the State of Texas.

I.

RECITALS

North Alamo is presently serving the area located in or near the City as described in Exhibit "A", incorporated herein for all purposes, located within Hidalgo County, Texas (hereinafter referred to as the "*Area*"), with a potable water supply. Such area is within the certified area of North Alamo under the rules and regulations of the Public Utilities Commission (hereinafter referred to as "*PUC*") and is within the water supply system of North Alamo. City desires to purchase the internal lines serving the Area and wishes to provide service to customers within the purchased Area with a potable water supply from City and North Alamo desires to sell the internal lines owned by it and used to serve the Area and desires that City supply potable water service to the customers in the Area.

II.

COVENANTS AND CONDITIONS

1. For and in consideration of the sum of Two Million Six Hundred Twenty-four Thousand Nine Hundred Eighty-four and 49/100ths (\$2,624,984.49) Dollars ("*Purchase*")

Price") to be paid by City as described in Paragraph 2, North Alamo agrees to sell and does hereby sell all internal water utility lines and individual meters serving the Area owned by North Alamo, and does hereby assign to City the right to serve customers within the Area, and City agrees to purchase and does hereby purchase such facilities and rights, provided however, should this Agreement not be finally consummated because of disapproval under Paragraph 3 hereof or failure of the U.S.D.A. - Rural Development ("*U.S.D.A. - R.D.*"), Texas Water Development Board ("*TWDB*") or CoBank, ACB ("*CoBank*") (collectively referred to hereinafter as "*Lender*") to release the property being sold hereunder from the security interest held by Lender covering same under Paragraph 4 hereof, then North Alamo shall repurchase such facilities from City for the same consideration paid by City as provided for herein, and City shall re-convey such facilities to North Alamo, and shall reassign such service area rights to North Alamo, and North Alamo will resume service to customers in the Area.

2. It is agreed that upon execution of this agreement, City shall deposit the Purchase Price by cashier's check with Richard Ward Fryer (hereinafter referred to as "*Escrow Agent*") of Fryer & Hansen, P.L.L.C., 1352 W. Pecan Blvd., McAllen, Texas 78501, and such sum shall be held in trust by the Escrow Agent and paid to North Alamo when this transaction is closed, or refunded to City if the transaction is not consummated, as provided herein.

3. Subject to the approval of this Agreement by the PUC, North Alamo hereby agrees to relinquish its right to supply potable water to its customers located within Area and City hereby agrees to supply potable water to all existing customers of North Alamo and any new customers requesting water service within Area. After requesting the release from Lender as provided in Paragraph 4 below, City and North Alamo hereby agree to jointly file an application with the PUC

requesting approval of the transfer of the Area from North Alamo's Certificate of Convenience and Necessity to City's Certificate of Convenience and Necessity. North Alamo shall have the application filed and all administrative costs and attorneys fees relating thereto shall be paid fully and solely by City. Upon presentation to City, City shall reimburse North Alamo for all its attorneys fees relating to the Application. Each party shall bear its own attorneys fees relating to this Agreement.

4. This Agreement is further subject to North Alamo obtaining a release of any security agreement in favor of Lender covering the subject property ("*Release*"). North Alamo agrees to submit a request for such Release to Lender after the execution of this Agreement. Upon delivery of the Release by Lender as provided above, North Alamo will give notice to City.

5. Final closing and consummation with respect to the purchase of the Area shall be not more than forty-five (45) days after the following requirements to closing have been completed:

- i. The purchase price has been delivered to the escrow agent;
- ii. Approval by the PUC has been obtained and filed of record, as applicable;
- iii. Release of any Security interest in favor of Lender has been obtained by North Alamo and a copy forwarded to City; and
- iv. The Purchase price has been paid to North Alamo.

6. Pending City's actually serving the customers of the Area, North Alamo and City hereby agree that North Alamo shall act as agent for the purpose of supplying all customers located within the Area with potable water. North Alamo shall be responsible for billing and collection of all bills for potable water service to such customers. North Alamo shall be entitled to receive and

keep all amounts collected thereunder as a management fee and as the normal fee charged by North Alamo for the supplying of customers of potable water by North Alamo according to the rates charged other customers of North Alamo. Upon approval by the PUC referred to in Paragraph 3 above, City shall commence service and North Alamo will cease service to the Area not later than forty-five (45) days after the first day of the first billing cycle to occur after final approval by PUC. Until approval by the PUC is received, City agrees that service shall be provided to existing and new customers within the Area by North Alamo according to North Alamo's rate schedule.

GENERAL

7. City agrees to provide written notice of the change in service provider to all North Alamo customers within the Area not less than thirty (30) days prior to the date of change of service.

8. Any lines owned by North Alamo which run through the Area, which are necessary for the service of water to customers of North Alamo within its remaining certified area, shall not become the property of City but shall remain the property of North Alamo.

9. City hereby agrees and obligates itself to supply potable water to all existing customers or members possessing existing water meters on property within the Area without an additional fee, meter fee, hook up fee or other additional charge or deposit as a condition for initial or continued service.

10. City agrees not to supply potable water to any former customers of North Alamo within the Area if that customer has an unpaid balance on his account with North Alamo, until the account is fully paid. City agrees to use its best efforts, in the exercise of the discretion granted under this Agreement, to collect amounts due to North Alamo from customers from potable water

service. If at any time any customer fails to pay any amounts collectible by North Alamo as agent pursuant to the terms of this Agreement, North Alamo is authorized to terminate water utility services to the customers as deemed appropriate by North Alamo in accordance with its water tariff and service regulations then in effect and the customer whose service has been disconnected for failure to pay for potable water services will pay North Alamo the amount specified in North Alamo's tariff for reconnect charges. North Alamo's failure to disconnect any service shall not be an event of default under this agreement. Upon commencement of service by City, North Alamo shall notify City of all customer accounts which are delinquent and have been disconnected.

11. In the event water service is disconnected for nonpayment of potable water service charges, except as otherwise required by law or as agreed to by North Alamo, City agrees not to provide water services to that customer until North Alamo has received payment of all delinquent charges, plus any applicable charges which are then collectible in accordance with North Alamo's tariff or applicable law.

12. Failure to perform any covenant and agreement herein shall entitle the non-breaching party to enforce the provisions hereof by specific performance or injunctive relief in addition to any remedy in damages that either party may be entitled.

13. It is the intent of City and North Alamo and they do hereby specifically agree that this Agreement does not create any third-party beneficiary rights or interest in and to the supply of any treated water or facility relating thereto in and to any existing or potential retail customers of City or North Alamo.

14. Any notice required or permitted to be given to either party hereunder shall be deemed to have been given when the same has been deposited in the United States mail, postage

15. With the execution and delivery of this Agreement, City agrees to provide North Alamo with an opinion of counsel, made by an attorney licensed to practice in the State of Texas and having a valid enforceable policy of insurance in an amount equal to the Purchase Price which insures North Alamo against errors and omissions in such opinion of counsel, the form of such opinions of counsel is attached hereto as Exhibit "B". This provision and the opinion of counsel survives the final closing and consummation of this transaction.

16. All agreements, assignments and documents referenced in Paragraphs 1 through 15 above shall incorporate the terms of Texas Local Govt. Code § 271.159, allowing for the recovery of attorney's fees against a local government entity. Attorney's fees shall also be recoverable against City as provided by Tex. Local Govt. Code § 271.159 in any action to enforce the terms of this Contract.

17. Failure to perform any covenant and agreement herein shall entitle the non-breaching party to enforce the provisions hereof by specific performance or injunctive relief in addition to any remedy in damages that either party may be entitled to.

18. This Agreement has been approved by the appropriate body of North Alamo and City as evidenced by appropriate resolutions of the governing bodies, copies of which are attached hereto as Exhibit "C" and "D" respectively, and is executed by the appropriate officer of same.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Agreement as
of the date above stated.

CITY OF MERCEDES

By: [Signature]
Ricardo Garcia
City Manager

Attest:

[Signature]
Ancelia Felix, City Secretary

Approved as to form:

[Signature]
Juan Molina,
City Attorney for Mercedes
Corporation

NORTH ALAMO WATER SUPPLY
CORPORATION

By: [Signature]
Steven P. Sanchez
General Manager

Approved as to form:

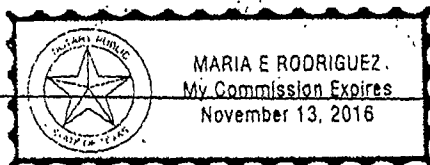
[Signature]
Richard Ward Fryer,
Attorney for North Alamo Water Supply

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

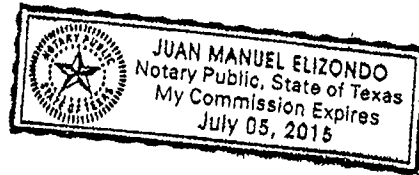
I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the county aforesaid to take acknowledgments, personally appeared Ricardo Garcia being known to me to be the person described in and who executed the foregoing instrument as City Manager for the City of Mercedes, Texas, the municipality therein, and acknowledged that he executed the same as such an officer, in the name of and for and on behalf of the said municipality.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this 23rd
day of March, 2015.



[Signature]
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the county aforesaid to take acknowledgments, personally appeared Steven P. Sanchez, known to me to be the person described in and who executed the foregoing instrument as General Manager for North Alamo Water Supply Corporation, the corporation therein, and acknowledged that he executed the same as such an officer, in the name of and for and on behalf of the said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal this 21 day of April, 2014. 2015 JE

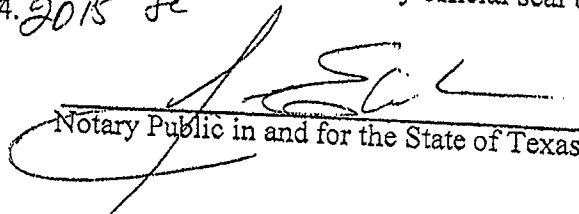
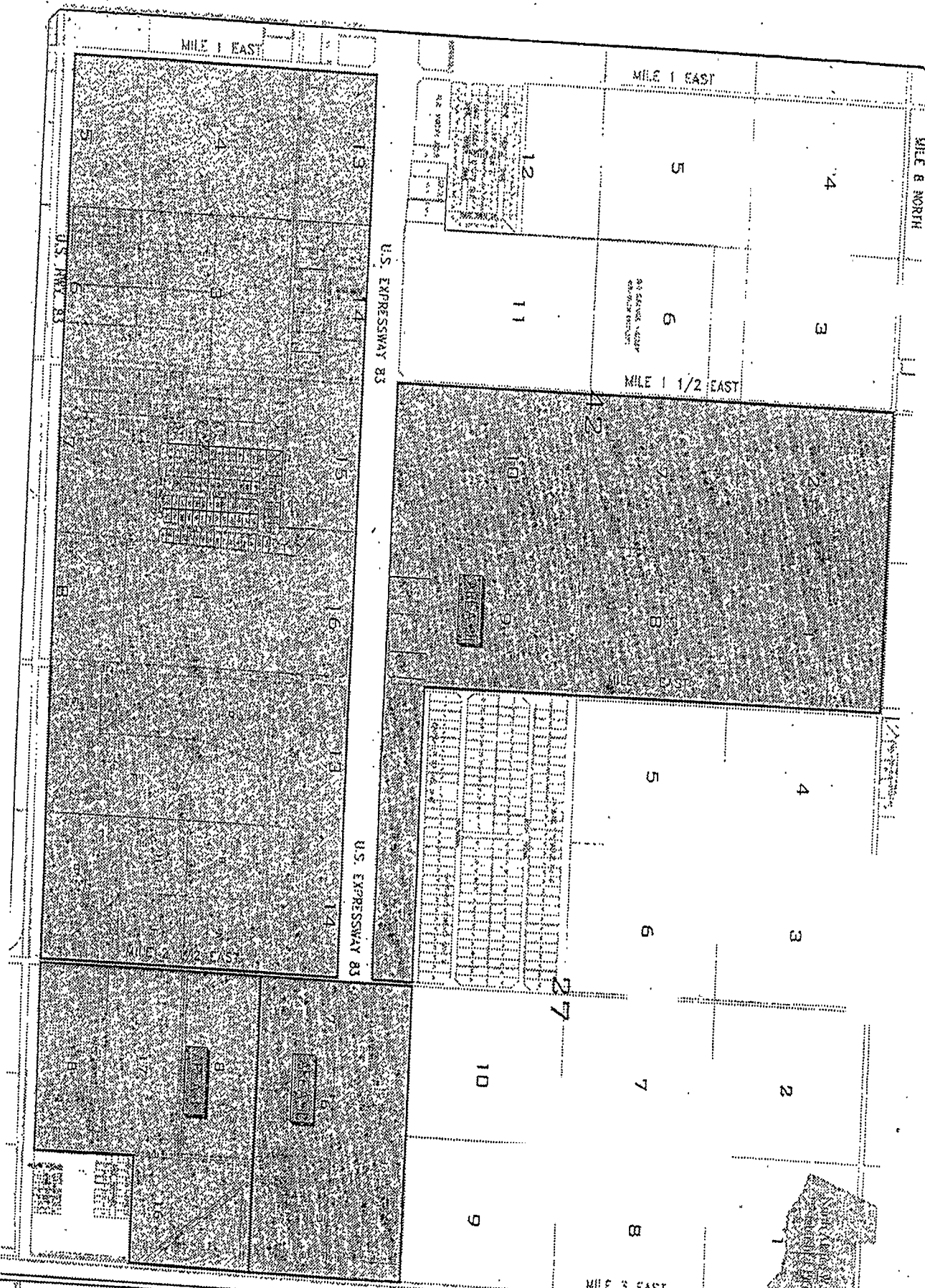

Notary Public in and for the State of Texas

EXHIBIT "A"
SERVICE AREA TO BE SOLD BY
NORTH ALAMO WATER SUPPLY CORPORATION



SDI ENGINEERING, LLC
 CIVIL • TRANSPORTATION • PLANNING • STORMWATER
 1000 E. 1000th ST., CHANDLER, AZ 85224-1000
 PHONE: (480) 948-1000 FAX: (480) 948-1001
 WWW.SDI-ENGINEERING.COM

N.A.W.S.C.
 MERCEDES BUYOUT
 SITE MAP



LAW OFFICE OF JUAN R. MOLINA

JUSTICE STARTS HERE

jmolina@rgv.rr.com

710 S. Texas Blvd.
P.O. Box 190
Weslaco, TX 78596

Ofc: (956) 968-7971
Fax: (956) 968-8045

September 17, 2014

EXHIBIT "B" OPINION OF COUNSEL

TO: North Alamo Water Supply Corporation

RE: Purchase of Area of Service
Dated as of September 16, 2014
Between North Alamo Water Supply Corporation ("Seller") and
City of Mercedes, Hidalgo County, Texas ("Purchaser")

Sir/Madam:

I am an Attorney for Purchaser, and in that capacity I am familiar with the above-referenced transaction, the Agreement, and all other documents pertaining to the Agreement. I have a current policy of insurance which is of the amount and character required by the Agreement.

Based on my examination of these and such other documents, records and papers and matters of fact and law as I deem to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Seller and any subsequent assignee of Seller's interest may rely, it is my opinion that:

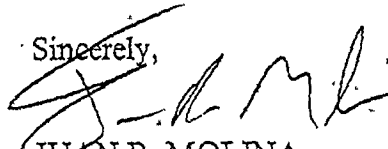
1. Purchaser is a fully constituted political subdivision duly organized and existing under the Constitution and laws of the State of Texas and is authorized by such Constitution and laws to enter into the transaction contemplated by the Agreement and to carry out its obligations thereunder.
2. The Agreement and all other documents contemplated by the Agreement have been duly authorized, executed and delivered by Purchaser and constitutes valid, legal, and binding obligations and agreements of Purchaser, enforceable against Purchaser in accordance with their terms.
3. The person or persons who have executed and delivered the Agreement and all other documents contemplated by the Agreement were authorized to do so on behalf of Purchaser.

4. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Purchaser of the Agreement and the transactions contemplated thereby, and Purchaser has sufficient appropriations or other funds available to pay all amounts due under the Agreement for the current fiscal year.
5. The entering into and performance of the Agreement and all other documents contemplated by the Agreement will not conflict with or constitute a breach or violation of any judgment, consent decree, order, law, regulations, bond, indenture or contract, applicable to Purchaser or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Purchaser or the Area conveyed under the Agreement pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Purchaser is a party or by which it or its assets may be bound.
6. There is no litigation, action, suit or proceeding pending or, to the best of my knowledge, threatened against or affecting Purchaser in any court or before any governmental commission, board, agency, arbitrator or authority which, if adversely determined, will have an adverse effect on the ability of Purchaser to perform its obligations under the Agreement. In addition, I am not aware of any facts or circumstances which would give rise to any litigation, action, suit or proceeding relating to or potentially adversely affecting the ability of the Purchaser to perform its obligations under the Agreement.
7. The authorization, approval and execution of the Agreement, and all other documents contemplated by the Agreement and all other proceedings of the Purchaser related to the transactions therein and contemplated thereby have been performed in accordance with all open meetings laws, public bidding laws, and all other applicable laws of the State of Texas.
8. The Seller will have a perfected security interest in the Area.

North Alamo Water Supply Corporation
September 17, 2014
Page 3

If you should have any questions, problems or comments, please do not hesitate to contact me.

Sincerely,



JUAN R. MOLINA

JRM:ir

EXHIBIT "C"
NORTH ALAMO WATER SUPPLY CORPORATION
BOARD MINUTES/RESOLUTION

CERTIFICATE OF RESOLUTIONS

OF

NORTH ALAMO WATER SUPPLY CORPORATION

We, the directors of North Alamo Water Supply Corporation (the "Corporation"), a Texas nonprofit corporation, certify that we have custody of the records of the Corporation and that we are authorized to execute and deliver this certificate of resolutions on behalf of the Corporation. We further certify as follows:

1. The resolutions below were duly adopted on the Date of Adoption. The meeting of the directors of the Corporation was called and held in accordance with law and the bylaws of the Corporation, and a quorum was present. The resolutions have not been amended, modified, or rescinded and are now in full force and effect.

WHEREAS, at its regularly scheduled meeting on August 12, 2014, North Alamo Water Supply Corporation approved entering into an agreement with the City of Mercedes, Texas for sale of a portion of North Alamo Water Supply Corporation's certificated service area ("CCN") for a price of \$2,624,984.49;

NOW THEREFORE, the following resolution has been adopted by the Board of Directors: Upon a motion duly made, seconded, and carried, a majority of the Directors have adopted the following Resolutions:

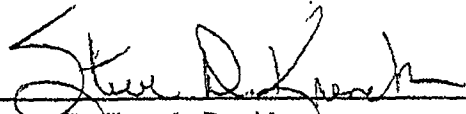
BE IT HEREBY RESOLVED by the Board of Directors of North Alamo Water Supply Corporation that the Corporation enter into a contract for sale of the CCN area described in Exhibit "A" hereto, and

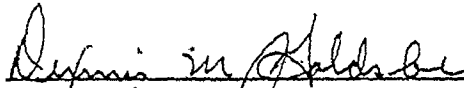
BE IT FURTHER RESOLVED, in accordance with the law and the bylaws of North Alamo Water Supply Corporation, that, Steven P. Sanchez, General Manager, and/or Steve D. Krenek, President of North Alamo Water Supply Corporation, are hereby authorized and empowered in the name of North Alamo Water Supply Corporation, and as its own act, to execute any and all documents necessary to effect the sale of the CCN area on behalf of the Corporation, and to certify and attest to any documents which such officer may deem necessary and appropriate to consummate the transactions contemplated by this resolution, but such certification shall not be required for the validity of the particular document.

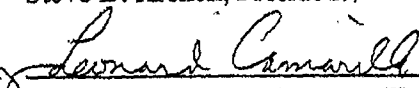
BE IT FURTHER RESOLVED, that the resolutions, acts, and proceedings of the Board of Directors of North Alamo Water Supply Corporation for the sale of the CCN area for a sales price of \$2,624,984.49, and as shown by the records in the Minute Book of North Alamo Water Supply Corporation, be the same hereby are adopted, approved, ratified, and confirmed.

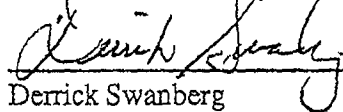
2. We further certify that the Corporation is duly organized and existing under the laws

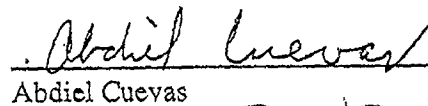
of the state of Texas, is qualified to do business here, and is in good standing; that no proceeding is pending for the forfeiture of the certificate of incorporation or for the dissolution, voluntary or involuntary, of the Corporation; that there is no provision of the bylaws or articles of incorporation of the Corporation limiting the powers of the directors of the Corporation to adopt the resolutions referred to above and that the resolutions are in conformity with the provisions of the bylaws and the articles of incorporation of the Corporation; that the undersigned Secretary is the keeper of the records and minutes of the proceedings of the Corporation; and that the following persons constitute all of the directors of the Corporation:

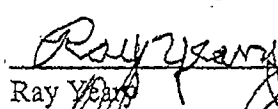

Steve D. Krenek, President

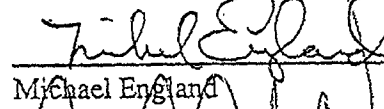

Dennis M. Goldsberry, Vice President

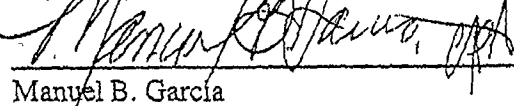

Leonard Camarillo, Secretary/Treas

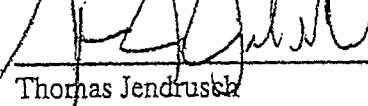

Derrick Swanberg


Abdiel Cuevas


Ray Yearo



Michael England


Manuel B. Garcia


Thomas Jendrusch

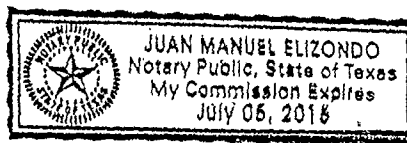
The undersigned hereby certifies that he is the duly elected and qualified president of North Alamo Water Supply Corporation; that Leonard Camarillo is the duly elected and qualified secretary of North Alamo Water Supply Corporation; that the signatures above are genuine signature; and that the foregoing Resolutions are true and correct and that said Resolutions have not been revoked or amended in any way.

Dated this 11 day of November, 2014.


Steve D. Krenek, President


Leonard Camarillo, Secretary/Treas.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

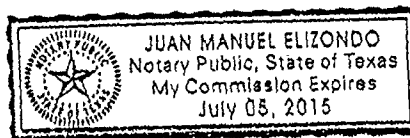


The foregoing instrument was acknowledged before me this 11 day of November, 2014, by Steve D. Krenek, President of North Alamo Water Supply Corporation, a Texas corporation.

Juan Elizondo
Notary Public, State of Texas

My Commission Expires: 7-05-2015

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

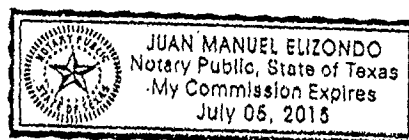


The foregoing instrument was acknowledged before me this 11 day of November, 2014, by Dennis M. Goldsberry, Vice President of North Alamo Water Supply Corporation, a Texas corporation.

Juan Elizondo
Notary Public, State of Texas

My Commission Expires: 7/05-2015

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

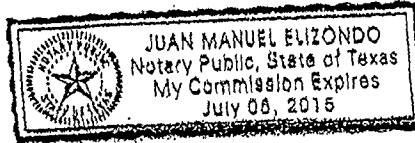


The foregoing instrument was acknowledged before me this 11 day of November, 2014, by Leonard Camarillo, Secretary/Treasurer, of North Alamo Water Supply Corporation, a Texas corporation.

Juan Elizondo
Notary Public, State of Texas

My Commission Expires: 7/5/2015

STATE OF TEXAS §
COUNTY OF HIDALGO §

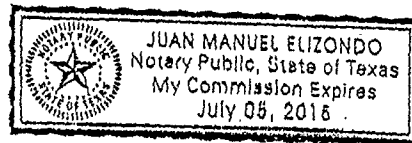


The foregoing instrument was acknowledged before me this 11 day of November, 2014, by Abdiel Cuevas, Director, of North Alamo Water Supply Corporation, a Texas corporation.

Juan Elizondo
Notary Public, State of Texas

My Commission Expires: 7/5/2015

STATE OF TEXAS §
COUNTY OF HIDALGO §

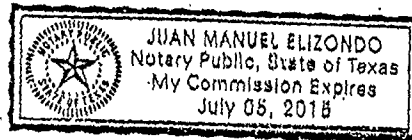


The foregoing instrument was acknowledged before me this 11 day of November, 2014, by Michael England, Director, of North Alamo Water Supply Corporation, a Texas corporation.

Juan Elizondo
Notary Public, State of Texas

My Commission Expires: 7/5/2015

STATE OF TEXAS §
COUNTY OF HIDALGO §

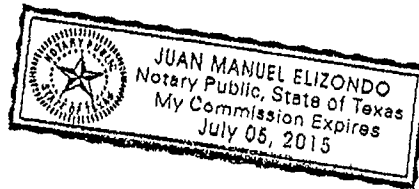


The foregoing instrument was acknowledged before me this 11 day of November, 2014, by Ray Yeary, Director, of North Alamo Water Supply Corporation, a Texas corporation.

Juan Elizondo
Notary Public, State of Texas

My Commission Expires: 7/5/2015

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

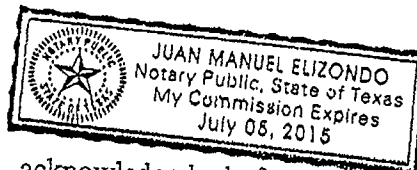


The foregoing instrument was acknowledged before me this 11 day of November, 2014, by Derrick Swanburg, Director, of North Alamo Water Supply Corporation, a Texas corporation.

Juan Elizondo
Notary Public, State of Texas

My Commission Expires: 7/5/2015

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

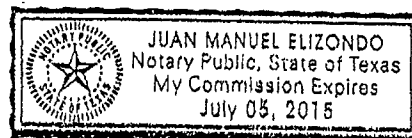


The foregoing instrument was acknowledged before me this 12 day of November, 2014, by Manuel B. Garcia, Director, of North Alamo Water Supply Corporation, a Texas corporation.

Juan Elizondo
Notary Public, State of Texas

My Commission Expires: 7/5/2015

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

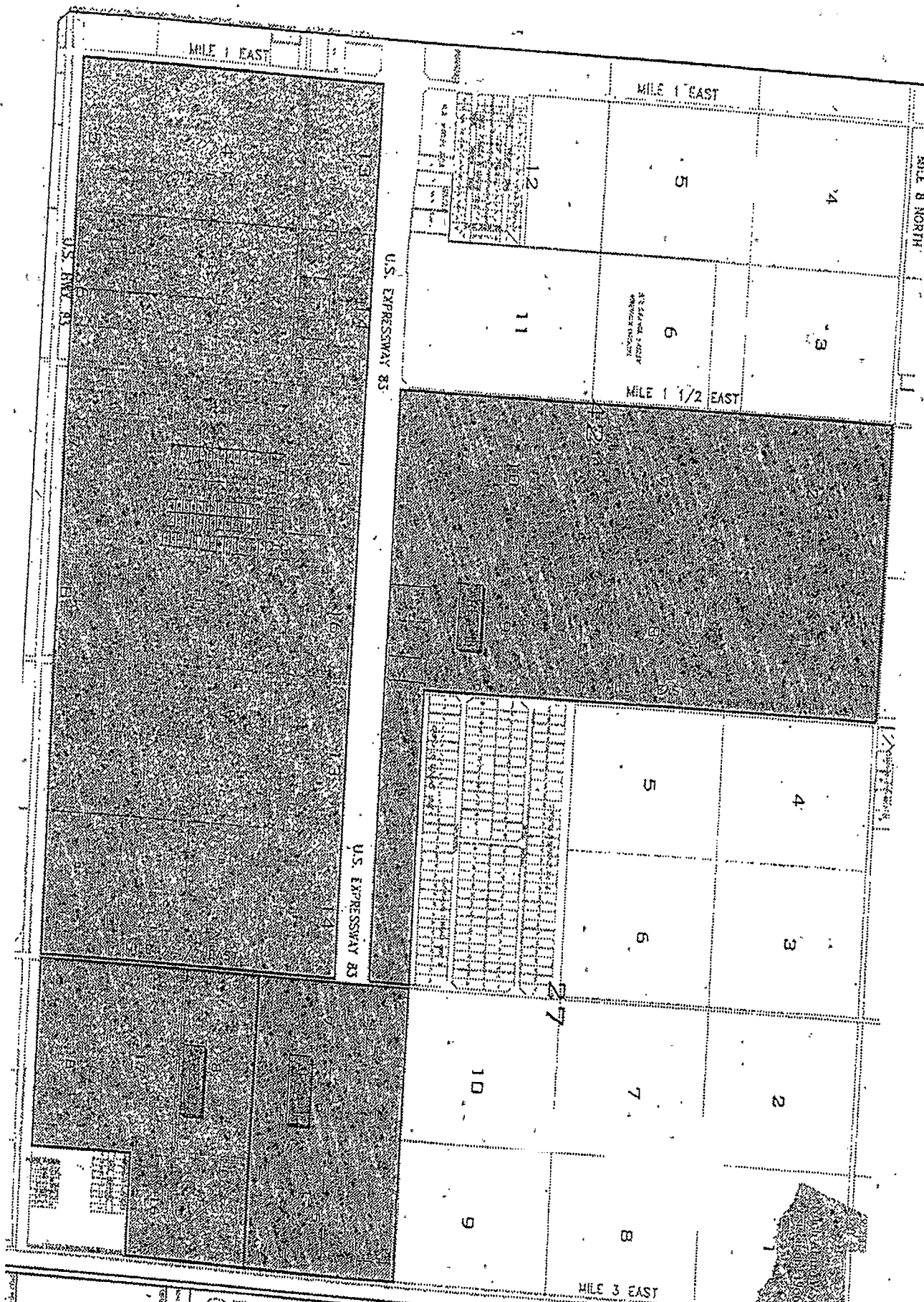


The foregoing instrument was acknowledged before me this 12 day of November, 2014, by Thomas Jendrusch, Director, of North Alamo Water Supply Corporation, a Texas corporation.

Juan Elizondo
Notary Public, State of Texas

My Commission Expires: 7/5/2015

EXHIBIT "A"
SERVICE AREA TO BE SOLD BY
NORTH ALAMO WATER SUPPLY CORPORATION



SDI ENGINEERING, LLC

CIVIL • TRANSPORTATION • PLANNING • STORMWATER
2000 N. 2000th St., Suite 100, Springdale, AR 72764
501-770-0000 FAX 501-770-0001
WWW.SDIENGINEERING.COM

N.A.W.S.C.
MERCEDES BUYOUT

SITE MAP

DATE	10/1/01
BY	SDI
CHECKED BY	SDI
APPROVED BY	SDI
SCALE	AS SHOWN
PROJECT NO.	01-0000
SHEET NO.	1

MINUTES
NORHT ALAMO WATER SUPPLY CORPORATION
August 12, 2014

The Board of Directors of North Alamo Water Supply Corporation met for a regular meeting on August 12, 2014 at 1:00 p.m. in the main building.

<u>Present</u>	<u>Staff</u>	<u>Other</u>
Steve D. Krenek	Steven Sanchez	Richard Fryer
Dennis Goldsberry	Jesse Aguirre	Mike Hernandez – Melden & Hunt Eng.
Thomas Jendrusch	Oscar Rubio	Eddie Lucio, III – BBS
Ray Yeary	Paul Guzik	Ivan Garcia – Rio Delta Eng.
Manuel Garcia	Irma Tamez	Isael Posadas – SDI Eng.
Abdiel Cuevas	Robert Rodriguez	
Leonard Camarillo	Juan Munoz	
	Juan Elizondo	

1. Agenda Item #1. The meeting was called to order by President Steve D. Krenek at 1:00 p.m.
2. Agenda Item #2. Mr. Camarillo moved for the approval of the minutes of July 10, 2014. Mr. Goldsberry seconded and motion carried with all in favor.
Mr. Yeary moved for the approval of the special meeting minutes of July 16, 2014. Mr. Cuevas seconded and motion passed with all in favor.
3. Agenda Item #3. Steven Sanchez informed the Board of Directors on a letter addressed to the Board of Directors from Jesus Jimenez, Acct. No. 12-8542-000-00, concerning his water billed that had been estimated for four months. He also informed the Board that Mr. Jimenez accepted the adjustment on his bill and thanked Management for their help.
4. Agenda Item #5. No update on the Santa Rosa Project.
5. Agenda Item #6. An update was made by Mike Hernandez of Melden & Hunt, Inc. on the Planning Acquisition and Design (PAD) for the North East Weslaco Area Wastewater Plant.
6. Agenda Item #7. Mr. Yeary moved for the approval of payment of \$2,860.00 to Landmark Structures 1, L.P. for work completed to date on the Economedes 1 MG Elevated Storage Tank Project. (PE #11) Mr. Jendrusch seconded and motion passed with all in favor.
7. Agenda Item #8. No pay request for profession services and for site inspections to Melden & Hunt, Inc. on that 1MG Elevated Storage Tank Project.
8. Agenda Item #9. Mr. Camarillo moved for the approval of invoice to MEG Engineers in the amount of \$206.06 for Nuclear Density Test – Asphalt (3 tests for the roadway entrance) for the 1MG Elevated Storage Tank Project. Mr. Garcia seconded and motion carried with all in favor.
9. Agenda Item #10. A report was made by Ivan Garcia of Rio Delta Engineering on the TWDB Loan Grant Application/BECD Loan Application for the Regional Wastewater Project and update on the 8" waterline on Old 83 starting from Victoria Rd. to Mile 6 ½ West and an 8" waterline on Victoria Rd. starting from Stites Rd. to Lotts Rd. Project.
Mr. Garcia moved for the approval to authorize management to open an escrow bank account and construction account for construction. Mr. Yeary seconded and motion carried with all in favor.

North Alamo WSC Board of Directors Meeting – August 12, 2014

10. **Agenda Item #4.** A report was made by E. Lucio III of Beatty Bangle Strama (BBS) for assistance in gathering information on policy changes and court decisions on water issues.
11. **Agenda Item #11.** No pay request to Rio Delta Engineering for the TWDB Application for the Regional Wastewater Treatment Plant.
12. **Agenda Item #12.** No pay request to Rio Delta Engineering for work on the BECC Application for the Regional Wastewater Project.
13. **Agenda Item #13** Mr. Goldsberry moved for the approval of pay request of \$5,550.00 to Rio Delta Engineering for engineering design on the 8" waterline on Old 83 starting from Victoria Rd. to Mile 6 ½ West and an 8" waterline on Victoria Rd. starting from Stites Rd. to Lotts Rd. Project for work completed to date. Mr. Jendrusch seconded and motion carried with all in favor.
14. **Agenda Item #14.** A report and presentation was made by Isael Posadas of SDI Engineering on the Hidalgo County Irrigation District No. 2's alternate raw water service, on the 12" waterline on FM 1425 starting from FM 491 to SH 186 Project, and the main office expansion project. Mr. Yeary made a motion to revise the budget on the HCID #2 alternate raw water line project to \$127,657.50. Mr. Garcia seconded and motion carried with all in favor.
15. **Agenda Item #15.** No pay request for construction management and for surveying to SDI Engineering on Hidalgo County Irrigation District No. 2's alternate raw water service.
16. **Agenda Item #16.** No pay request for engineering design, for topographic survey and for easement acquisition surveys to SDI Engineering for the 12" waterline on FM 1425 starting from FM 491 to SH 86 Project for work completed to date.
17. **Agenda Item #17.** No pay request for construction management/inspection, for architectural design (sub consultant), for structural design engineering and for mechanical, electrical, plumbing (sub consultant) to SDI Engineering on the Administration Building Project.
18. **Agenda Item #18.** Mr. Garcia moved to approve the Financial Statement for July 2014 as presented by Paul Guzik. Mr. Goldsberry seconded and motion passed with all in favor.
19. **Agenda Item #19.** Mr. Garcia moved for the approval of Form 990 (Tax Return) as prepared by Long Chilton and have having Board President sign the form. Mr. Jendrusch seconded and motion passed with all in favor.
20. **Agenda Item #20.** Mr. Yeary moved for the approval of implementing the Purchase Order System as recommended by the staff and Board committee and continue looking for a software program to enhance the P.O. System. Mr. Garcia seconded and motion carried with all in favor.
21. **Agenda Item #21.** Water Operations Report, Robert Rodriguez
 - A. Water Loss for the Month of July, 2014 (-11.51%)
 - B. Report on Economides Fence
 - C. Plant #6 – Water Tower Office – Report
 - D. No action was taken on establishing a budget to replace an 8" waterline on FM 491 west of FM 1425.

North Alamo WSC Board of Directors Meeting – August 12, 2014

- E. Mr. Goldsberry moved for the approval to install a raw waterline at the Delta Lake Irrigation District based on the estimated quote of \$18,579.40. Mr. Cuevas seconded and motion carried with all in favor.
 - F. Plant #2 –Sludge Pond Cleaning – (Presentation)
 - G. Dump Truck Purchase (Presentation)
22. Agenda Item #22. Wastewater Operations Report, Oscar M. Rubio
- A. Report on Wastewater Treatment Plants and Collection Systems for July, 2014
 - B. Updates: TWDB Loan Grant Application and the BECC Loan Application for the Regional Wastewater Project
 - C. Mr. Yeary moved for the approval of going out for bids for the new wastewater lift station for the San Carlos Community Resource Center and Sunflower Park located off SH 107 and Sunflower Rd. and authorizing SDI Engineering as project consultant/manager. Mr. Garcia seconded and motion carried with all in favor.
23. Agenda Item #23. General Manager's Report
- A. Mr. Yeary moved for the approval on bids for new well at North Cameron and plan of action to bring cost down. Mr. Garcia seconded and motion carried with all in favor.
 - B. Report on building a new water tower south of Edinburg
 - C. Jesse Aguirre reported on City of Primera area waterline
 - D. Jesse Aguirre reported on the Mercedes buy out area and the amount that North Alamo WSC would be receiving is \$2,624,984.49. Mr. Camarillo moved to approve the Mercedes buyout for the amount presented. Mr. Cuevas seconded and motion carried with all in favor.
 - E. Jesse Aguirre gave a report on meter testing for North Alamo's retail meter
 - F. Report and discuss policy on requiring Developers to relocate an existing waterline in a North Alamo private easement when the County or State asks for additional right of way.
 - G. Update on Tri Stem Agreement – None
 - H. Mr. Yeary moved for the approval to buy two pallets at the cost of \$718.00 per pallet of water bottle with our logo/name. Mr. Cuevas seconded and motion passed with all in favor.
 - I. Mr. Garcia moved for the approval for North Alamo WSC to participate in the Santa Monica Cook-Off Saturday, August 23, 2014. Mr. Yeary seconded and motion carried with all in favor.
 - J. Watermaster's Report – Spreadsheet tracking Water Rights
 - (1) Report on status of these Districts:
 - (a) Delta Lake Irrigation District
 - (b) Hidalgo & Cameron Counties Irrigation District No. 9
 - (c) Donna Irrigation District
 - (d) Hidalgo County Irrigation District No. 1
 - K. September Board Meeting – 09/09/2014
24. Agenda Item #24. The Board retired from Regular Session to enter into Executive Session at 5:28 p.m. to discuss the following:
- A. Discussion on suits:
 - (1) Galvans,
 - (2) E. Garcia and D. Morin,
 - (3) M. Rodríguez Araiza, S. Rodríguez Araiza and S. Perales, B. Perales
 - (4) R. Magallan
 - B. Discussion of Vernon E. Faulconer Gas Pipeline (damages)
 - C. Discussion on filing suit against JLV and performance bond surety on the Santa Rosa Project

North Alamo WSC Board of Directors Meeting – August 12, 2014

- D. Discussion on acquiring land for a reservoir
 - E. Discussion regarding personnel matters
25. Agenda Item #25. The Board returns back to regular session at 6:30 p.m.
- E. The Board President announced that a committee would be speaking to NAWSC employees concerning personnel matters. The committee will be Mr. Garcia, Mr. Krenek, and Mr. England. If Mr. England is not able to attend Mr. Jendrusch would take his place. The President also asked the General Manager to get the 1-800 number for personnel matters. The contact person for these reports should be directed to the Board President.
26. Agenda Item #26. Mr. Jendrusch moved for the approval of the following subdivisions:
- A. Juliway Estates Subdivision, 74 lots on 47.27 acres, located on the west side of FM 493 north of Anderson Rd. developer – Kyndel W. Bennett
 - B. Leon Valley Ranchettes Subdivision, 7 lots on 4.42 acres, located on the east side of CR 85 south of 10th Street, developer – Leo Cantu
 - C. RG Estates Phase II Subdivision, 12 lots on 2.282 acres, located on the north side of Mi 17.5 N Rd east of 83rd Street, developer – RG Estates LLC
- These subdivisions are subject to the Corporation's rules and regulations. Mr. Cuevas seconded and motion carried with all in favor.
27. Agenda Item #27. Mr. Camarillo moved for the approval of Membership Applications, Installations, Membership Transfers, and Membership Cancellations. Mr. Goldsberry seconded and motion passed with all in favor.
28. Agenda Item #28. Mr. Camarillo moved to adjourn meeting at 6:40 p.m. Mr. Cuevas seconded and motion passed with consensus.

Irma Tamez, Recording


Leonard Camarillo – Secretary


Steve D. Krenek - President

EXHIBIT "D"
CITY OF MERCEDES, TEXAS
CITY COMMISSION MINUTES/RESOLUTION



city of

mercedes

It Starts Here!

Queen City of the Rio Grande Valley

October 8, 2014

To Whom It May Concern:

I, Arcelia L. Felix, City Secretary of the City of Mercedes, do hereby certify that the attached is a true and correct copy of the meeting minutes of the Mercedes City Commission regular meeting held September 16, 2014, which files are located at City Hall.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and seal of the City of Mercedes on this the 8th day of October, 2014.

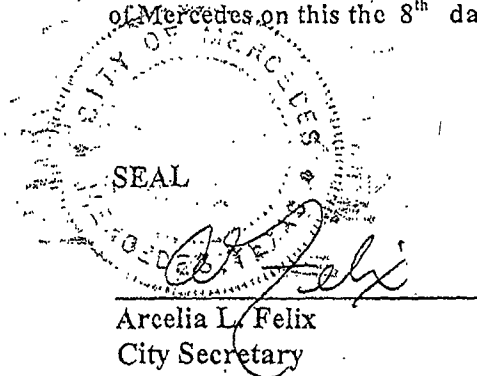

Arcelia L. Felix
City Secretary

EXHIBIT “B”

Customer List

North Alamo Water Supply Corporation

420 S Doolittle Rd.

Edinburg, TX 78542

(956) 383-1618

1-800-734-0620

April 21, 2016

To Members of North Alamo Water Supply Corporation

In August of 2014 the North Alamo Water Supply Board of Directors and the City of Mercedes Commissioners approved a water service buy-out. The buy-out will release the area currently receiving water service from North Alamo Water Supply Corporation to the City of Mercedes. If you are receiving this letter, you fall within the buy-out area.

North Alamo Water Supply will send you a second letter with specific dates and information regarding the transfer.

Thank You,
North Alamo Water Supply Corporation

Final

1 29-1550-260-00	SAMUEL LONGORIA FAMILY LP	PO BOX 962	MERCEDES	TX	78570	EXP B3 SS/E MILE 3E	74187413
1 29-1550-265-00	SAMUEL LONGORIA FAMILY LP	PO BOX 962	MERCEDES	TX	78570	EXP B3 SS/E MILE 3E	P74187415
1 29-1550-270-01	GORDON MILLIS	PO BOX 576	LA FERIA	TX	78559	BIXBY SUB B4	P74361218
1 29-1550-290-00	ELIZANDRO SALINAS	10111 US 89 HWY	LA FERIA	TX	78559	EXP B3 NS/E MILE 3E	IP78545589 78545589 82262270
1 29-1550-300-00	UBENCE SALINAS	23915 ELLIE LANE	HARLINGEN	TX	78552	3E ES/5 B3	P99586950
1 29-1550-350-00	ELIZABETH NELSON	8353 MILE 3 E	MERCEDES	TX	78570	3E WS/5 X83	74187405
1 29-1550-400-03	LUCIANA RUIZ	PO BOX 1382	MERCEDES	TX	78570	3W ES/N B83	P61308255
1 29-1550-500-00	SAMUEL LONGORIA	PO BOX 962	MERCEDES	TX	78570	DEANDA L16	P65284913
1 29-1550-600-00	THEODORE ROBLEDO	PO BOX 1696	LA FERIA	TX	78559	2 75W WS/N B83	P98652290
1 29-1550-610-00	RAFAEL A TAMEZ	8200 SAENZ AVE	MERCEDES	TX	78570	COL SAENZ L16	P70620469
1 29-1550-700-00	JUAN SANCHEZ	PO BOX 1642	LA FERIA	TX	78559	SAENZ L1	P98654564
1 29-1550-750-00	PEDRO RODRIGUEZ	PO BOX 451	MERCEDES	TX	78570	SAENZ L2	F99650464
1 29-1550-770-00	RUBEN RODRIGUEZ	1130 HERNANDEZ ST	MERCEDES	TX	78570	COL SAENZ L3	P67153864
1 29-1550-785-00	JULIO SALINAS	PO BOX 942	MERCEDES	TX	78570	COL SAENZ L5	74369220
1 29-1550-790-00	JUAN A LONGORIA	PO BOX 674	MERCEDES	TX	78570	SAENZ L6	68391170
1 29-1550-800-00	PEDRO RODRIGUEZ JR	PO BOX 451	MERCEDES	TX	78570	B83 NS/1425 ES	62158160
1 29-1550-900-00	ANA L RUIZ	PO BOX 1029	MERCEDES	TX	78570	SAENZ L16	15179119
1 29-1550-920-00	ESTELLA DAVILA	PO BOX 1306	MERCEDES	TX	78570	SAENZ L16	P98651834
1 29-1550-923-00	CALIXTO GOMEZ	PO BOX 1312	MERCEDES	TX	78570	SAENZ L16	P98425070
1 29-1550-921-00	BERNARDA BUENO	PO BOX 619	MERCEDES	TX	78570	COL SAENZ L12	P56131898
1 29-1550-922-01	MARIA GUADALUPE PUENTES	PO BOX 619	MERCEDES	TX	78570	COL SAENZ L13	P63369657
1 29-1550-930-00	ADRIAN PENA	PO BOX 674	MERCEDES	TX	78570	COL SAENZ L14	P59226662
1 29-1550-950-00	BULMARO ARELLANO	PO BOX 73	LA FERIA	TX	78559	COL SAENZ L15	74360690
1 29-1550-980-00	VICTOR CORTLZ	PO BOX 1404	MERCEDES	TX	78570	COL SAENZ L16	P56643933
1 29-1551-000-00	DANIEL SAENZ	PO BOX 1323	MERCEDES	TX	78570	SAENZ L18	P99653749
1 29-1551-060-00	SERGIO LOZOYA JR	8100 SAENZ AVE	MERCEDES	TX	78570	SAENZ ES/N B83	P58570268
1 29-1551-061-00	DEBORAH SAENZ	PO BOX 1323	MERCEDES	TX	78570	BIXBY L16	P98433030
1 29-1551-080-00	MARIA DEL CARMEN HINOJOSA	1090 DAVID ST	MERCEDES	TX	78570	DEANDA L13	P67594795
1 29-1551-105-00	SERGIO J GARZA	1086 DAVID ST	MERCEDES	TX	78570	DEANDA L12	P73119889
1 29-1551-116-00	GILBERTO VILLARREAL	1082 DAVID ST	MERCEDES	TX	78570	DEANDA L11	P99652797
1 29-1551-108-00	JOSE BOCANEGRA	1078 E DAVID ST	MERCEDES	TX	78570	DEANDA L10	P99655411
1 29-1551-081-00	SAMUEL LONGORIA	PO BOX 962	MERCEDES	TX	78570	DEANDA L8	P73669037
1 29-1551-110-00	JOSE M GONZALEZ	1071 DAVID ST	MERCEDES	TX	78570	DEANDA L7	A79604335
1 29-1551-111-00	JACQUELINE GONZALEZ	1075 DAVID ST	MERCEDES	TX	78570	DEANDA L6	P60728270
1 29-1551-112-00	HELIODORO GARCIA	1083 DAVID ST	MERCEDES	TX	78570	DEANDA L4	74368959
1 29-1551-113-00	EDGAR E CAVAZOS	1087 DAVID ST	MERCEDES	TX	78570	DEANDA L3	74360662
1 29-1551-109-00	CANDEARIO GARZA	1091 DAVID ST	MERCEDES	TX	78570	DEANDA L2	P98654510
1 29-1551-104-00	PRO-BUILD REAL EST HOLDINGS 48	302 N 2.5 MILE EAST	MERCEDES	TX	78570	2.5E ES/N B83	74369159
1 29-1551-105-00	PRO-BUILD REAL EST HOLDINGS-17	302 N 2.5 MILE EAST	MERCEDES	TX	78570	2.5E ES/N B83	P587F1843
1 29-1551-115-00	DONALD MORALES	1793 F BUS 83	MERCEDES	TX	78570	2.5E WS/N BUS 83	P70180935
1 29-0300-070-00	OSCAR RIOJAS	8800 MILE 1 E	MERCEDES	TX	78570	VOGEL L1	P70180936
1 29-0302-101-00	ROSALIE TREVIÑO	8027 EAST LAND ST	MERCEDES	TX	78570	EASTLAND PK L7	74070385
1 29-0304-180-00	JORGE LUIS LOPEZ	100 N TEXAS AVE SUITE A	MERCEDES	TX	78570	EASTLAND PK L4	P62650542
1 29-0302-100-00	JAIME PEREZ JR	PO BOX 1010	MERCEDES	TX	78570	COL GEORGE L5	P72658124
1 29-0304-200-00	JOEL RIVAS	PO BOX 1070	MERCEDES	TX	78570	EASTLAND PK	74369739
1 29-0305-000-00	JOE VALDEZ	PO BOX 1465	MERCEDES	TX	78570	EASTLAND PK L4	P56131756
1 29-0305-300-00	JUAN VALDEZ	PO BOX 1042	MERCEDES	TX	78570	EASTLAND PK L4	P70919413
1 29-0305-310-00	NATALIA VALDEZ	PO BOX 918	MERCEDES	TX	78570	EASTLAND PK L4	63369562
1 29-0305-700-00	NATALIA VALDEZ	PO BOX 918	MERCEDES	TX	78570	EASTLAND PK L4	P94351506
1 29-0306-000-00	ALFREDO VALDEZ	PO BOX 891	MERCEDES	TX	78570	EASTLAND PK L3	P73017874
1 29-0307-000-00	NATALIA VALDEZ	PO BOX 918	MERCEDES	TX	78570	EASTLAND PK L3	P58123849
1 29-0307-300-00	LUPF N GOMEZ	8216 EASTLAND ST	MERCEDES	TX	78570	EASTLAND PK L7	P99607347
1 29-0307-700-00	ARMANDO SFERRATA	8136 EASTLAND ST	MERCEDES	TX	78570	EASTLAND PK L6	P66814028
1 29-0308-000-00	DOMINGO RIVAS	8016 EASTLAND ST	MERCEDES	TX	78570	1 25E ES/N B83	P95661147
1 29-0308-110-00	LYDIA CANALES	242 S TEXAS AVE-STE #4	MERCEDES	TX	78570	1 5E WS/5 E83	P59239682
1 29-0308-180-00	ERASMO GARCIA III	8107 MILE 1 1/2 E	MERCEDES	TX	78570	MI 1 5E WS/N BUS HWY 83	P95657577
1 29-0308-210-00	JESUS FLORES	8201 MILE 1 1/2 E	MERCEDES	TX	78570	1 5E WS/5 E83	P67992649
1 29-0308-250-00	SYLVIA RIOS	400 N PALMAS ST	WESLACO	TX	78596	EASTLAND PK L1	IP79051102 79051102 82266092
1 29-0308-300-00	ELIDA RIVERA	8215 MI 1 1/2 E	MERCEDES	TX	78570	1 5W WS/N B83	79051102
1 29-0308-600-00	JOSE A VILLANUEVA	PO BOX 1011	MERCEDES	TX	78570	1 5E WS/N 83	74187404
1 29-0309-000-00	SENOVO RAMIREZ	PO BOX 1013	MERCEDES	TX	78570	1 5E WS/7N	P96666253
1 29-0311-170-00	TREEHOUSE REHAB CENTER	5006 E EXPRESSWAY 83	MERCEDES	TX	78570	DOS REINAS L10	76970924
1 29-0311-190-01	MATEO DIAZ IV	5006 E EXPRESSWAY 83	MERCEDES	TX	78570	DOS REINAS L10 (SPRKL)	P99596621
1 29-0312-000-00	RUBEN LARA	PO BOX 1264	MERCEDES	TX	78570	1 5E ES/5 B3	P65047652
1 29-0315-000-01	JOSE A BARRIENTOS JR	413 MILE 1 1/2 EAST	MERCEDES	TX	78570	BOYD L12	P72808443
1 29-0316-000-00	FRANCISCA FAL	8210 MILE 1 1/2 E	MERCEDES	TX	78570	BOYD L11	P73489963
1 29-0317-000-00	JUAN FUENTES SR	402 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD L8	P93330393
1 29-0318-200-00	ARTURO CASAS	8207 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD 2 L9	IP79050930 79050930 82718158
1 29-0318-300-00	DANIE CABRERA	8215 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD 2 L11	P96604455
1 29-0319-700-00	JUAN QUIROZ JR	8305 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD 2 L12	68374657
1 29-0320-000-00	BENITO J MARTINEZ	422 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD 2 L13	65434827
1 29-0320-100-00	JUAN ACUES	PO BOX 1537	STANTON	TX	79782	BOYD L14	P70620617
1 29-0320-200-00	RAUL GARCES	430 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD 2 L15	62800740
1 29-0321-100-00	CRISTOBAL VIDALES	8312 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD L17	P63021345
1 29-0322-000-00	JAMES C ANTONI	PO BOX 344	MERCEDES	TX	78570	BOYD L19	P99652836
1 29-0322-100-00	OSCAR LOREDO	8214 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD 2 L20	P99596844
1 29-0323-100-00	ARIAN RIVAS	PO BOX 222	MERCEDES	TX	78570	BOYD 2 L22	62755894
1 29-0322-200-02	HERACLIO KENNEDY	401 AARON ST	MERCEDES	TX	78570	MID VALLEY MDWS L1	P94351361
1 29-0322-211-02	PLAINS CAPITAL BANK	PO BOX 660	EDINBURG	TX	78540	MID VALLEY MDWS L2	P99651636
1 29-0322-220-02	RICARDO DE ANDA	409 AARON ST	MERCEDES	TX	78570	MID VALLEY MDWS L3	76970534
1 29-0322-321-00	SANDRO RIVERA	449 AARON ST	MERCEDES	TX	78570	MID VALLEY MDWS L13	IP78545512 78545512 82242442
1 29-0322-380-00	YOLANDA C RANGEL	517 ACRY STREET	MERCEDES	TX	78570	MID VALLEY MDWS L19	IP78543319 78543319 82416700

1 29-0322-440-00	ROGERIO REYES JR	541 JACY ST	MERCEDES	TX	78570	MID VALLEY MDWS L25	P73669119
1 29-0322-450-00	AMELIA VILLALOBOS	545 DYANEZ ST	MERCEDES	TX	78570	MID VALLEY MDWS L26	P66917992
1 29-0322-491-00	DENISE A HERNANDEZ	458 DYANEZ ST	MERCEDES	TX	78570	MID VALLEY MDWS L30	F73694622
1 29-0322-500-00	CRISTINA GARCIA	454 DYANEZ ST	MERCEDES	TX	78570	MID VALLEY MDWS L31	P70680950
1 29-0322-511-00	ALMA MARTINEZ	450 DYANEZ ST	MERCEDES	TX	78570	MID VALLEY MDWS L32	P71355291
1 29-0322-530-02	SERGIO GONZALEZ	442 DYANEZ ST	MERCEDES	TX	78570	MID VALLEY MDWS L34	IP78209832 78209832 81065592
1 29-0322-550-01	VERONICA FERNANDEZ	434 DYANEZ ST	MERCEDES	TX	78570	MID VALLEY MDWS L36	P65562532
1 29-0322-600-01	DOMINGO VILLARREAL JR	414 DYANEZ ST	MERCEDES	TX	78570	MID VALLEY MDWS L41	A78470727
1 29-0322-630-00	MARIA I GARCIA	402 DYANEZ ST	MERCEDES	TX	78570	MID VALLEY MDWS L44	P68918265
1 29-0322-640-00	CHRIS AYALA	401 DYANEZ ST	MERCEDES	TX	78570	MID VALLEY MDWS L45	P72658077
1 29-0322-650-00	ANTONIA VILLEGAS	405 DYANEZ ST	MERCEDES	TX	78570	MID VALLEY MDWS L46	P72658078
1 29-0322-740-00	MANUEL G SANCHEZ	441 DYANEZ ST	MERCEDES	TX	78570	MID VALLEY MDWS L55	P70680919
1 29-0322-750-00	FRANCISCO J ZAMORA	445 DYANEZ ST	MERCEDES	TX	78570	MID VALLEY MDWS L56	P70680922
1 29-0322-760-00	FRANCISCO ZAVALA JR	449 DYANEZ ST	MERCEDES	TX	78570	MID VALLEY MDWS L57	P73489951
1 29-0322-780-00	JOAQUIN RUIZ	446 JESSICA ST	MERCEDES	TX	78570	MID VALLEY MDWS L59	P70680920
1 29-0322-790-00	SONIA RANGEL	442 JESSICA ST	MERCEDES	TX	78570	MID VALLEY MDWS L60	P70680924
1 29-0322-820-01	LORENA I FLORES	430 JESSICA ST	MERCEDES	TX	78570	MID VALLEY MDWS L63	P71355121
1 29-0322-800-00	MARCELINO RANGEL III	442 JESSICA	MERCEDES	TX	78570	MID VALLEY MDWS L61 SPRINK	A79604431
1 29-0322-880-02	ALBERTO REYNA	406 JESSICA ST	MERCEDES	TX	78570	MID VALLEY MDWS L69	IP78209817 78209817 81269030
1 29-0322-890-02	PLAINS CAPITAL BANK	PO BOX 660	EDINBURG	TX	78540	MID VALLEY MDWS L70	IP78800638 78800638 82429804
1 29-0322-900-00	RAUL RIOS	440 WEBB ST	MERCEDES	TX	78570	MID VALLEY MDWS L71	P67293470
1 29-0322-920-03	ROBERT R RUIZ	409 JESSICA ST	MERCEDES	TX	78570	MID VALLEY MDWS L73	IP78209795 78209795 81265550
1 29-0323-220-04	ROBERT RODRIGUEZ	410 AARON ST	MERCEDES	TX	78570	MID VALLEY MDWS L94	IP78178187 78178187 81062500
1 29-0323-230-00	BENINO CAPETILLO JR	406 AARON ST	MERCEDES	TX	78570	MID VALLEY MDWS L95	P70680923
1 29-0323-240-01	PLAINS CAPITAL BANK	PO BOX 660	EDINBURG	TX	78540	MID VALLEY MDWS L96	IP78209984 78209984 82048558
1 29-0324-100-00	JESSICA G CASILLO	325 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD 2 L24	P65285163
1 29-0324-200-00	JESUS CUEVAS	321 MOCKINGBIRD LANE	MERCEDES	TX	78570	BOYD 2 L25	IP78593228 78593228 82049528
1 29-0325-000-00	LUIS CORTINA	317 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD 2 L26	P73489938
1 29-0325-100-00	CRISOFORO PENA	313 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD L27	P97659195
1 29-0325-200-00	JOSE I VASQUEZ	309 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD L28	IP78178152 78178152 81069074
1 29-0326-000-00	JUAN GARCIA	305 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD L29	P63252611
1 29-0331-100-00	ERNEST O VALDEZ	8005 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD 2 L1	P65919335
1 29-0335-000-00	JULIO A MARTINEZ	8009 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD 2 L2	P70681044
1 29-0327-100-00	SALVADOR SILVA	8013 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD L3	P66195002
1 29-0327-200-00	GRACIELA MENDOZA	1809 MESQUITE DR	MERCEDES	TX	78570	BOYD 2 L4	74371401
1 29-0397-000-00	JULIO A MARTINEZ	8105 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD L5	P93330339
1 29-0328-100-00	MARIA I MARTINEZ	8109 MOCKINGBIRD LN	MERCEDES	TX	78570	BOYD L6	P96662185
1 29-0328-200-00	HERIBERTO RIVAS	5733 LABUS RD	ELMENDORF	TX	78112	BOYD L7	P68061042
1 29-0329-100-00	JOHN DANIELSON	329 MILE 1 1/2 EAST RD	MERCEDES	TX	78570	BOYD L8	P68060918
1 29-0342-000-00	SEBASTIAN GALAN	8110 MILE 1 1/2 E	MERCEDES	TX	78570	BOYD L8	68918147
1 29-0330-100-00	FELICIANO CUADRA JR	8102 MILE 1 1/2 E	MERCEDES	TX	78570	BOYD L4 B1	P56131885
1 29-0330-200-00	ARMANDO DE LOS SANTOS	8014 MILE 1 1/2 E	MERCEDES	TX	78570	1.5F ES/N B83	P65166903
1 29-0331-000-00	ROBERT DE LA CERDA	8010 MI 1 1/2 E	MERCEDES	TX	78570	BOYD L7	P66814033

OVERSIZED DOCUMENT

MAPS

**TO VIEW OVERSIZED
DOCUMENT PLEASE CONTACT
CENTRAL RECORDS 512-936-
7180.**

**ALL OF LOT 1, HOPE LUMBER-MERCEDES SUBDIVISION,
ALL OF EASTLAND PARK ORCHARD TRACTS,
ALL OF BOYD SUBDIVISION UNIT No. 1,
ALL OF BOYD SUBDIVISION UNIT No. 2,
ALL OF MID-VALLEY MEADOW PHASE I,
ALL OF LOT 1, VOGEL SUBDIVISION,
ALL OF SIMMONS' SUBDIVISION,
ALL OF DOS REINAS RETAIL CENTER,
AND ALL OF WANIS ENTERPRISES SUBDIVISION III
CITY OF MERCEDES,
HIDALGO COUNTY, TEXAS**

A tract of land containing 994.524 acres more or less, situated in the City of Mercedes, County of Hidalgo, Texas being comprised of: Lots 1, 2, 7, 8, 9, 10, 13, 15, 16, Block 42, Lots 1, 2, 3, 4, 5, 7, 8, Block 41, Lots 13, 14, Block 27, out of Capisallo District according to the plat thereof recorded in Volume P, Page 227, Hidalgo County Map Records, Lots 5, 6, 7, 8, 16, 17, and 18, out of Bixby Subdivision, according to the plat thereof recorded in Volume 1, Page 7, Hidalgo County Map Records, all of Lot 1, Hope Lumber-Mercedes Subdivision according to the plat thereof recorded in Volume 50, Page 4, Hidalgo County Map Records, All of Eastland Park Orchard Tracts, according to the plat thereof recorded in Volume 2, Page 28, Hidalgo County Deed Records, All of BOYD Subdivision Unit No. 1, according to the plat thereof recorded in Volume 23, Page 96, Hidalgo County Map Records, All of BOYD Subdivision Unit No. 2, according to the plat thereof recorded in Volume 28, Page 163B, Hidalgo County Map Records All of Mid-Valley Meadow Phase I, according to the plat thereof recorded in Volume 51, Page 163, Hidalgo County Map Records, All of Lot 1, Vogel Subdivision, according to the plat thereof recorded in Volume 42, page 170, Hidalgo County Map Records All of Simmons' Subdivision, according to the plat thereof recorded in Volume 4, Page 23, Hidalgo County Map Records, All of Dos Reinas Retail Center, according to the plat thereof recorded under Instrument Number 2001990, Hidalgo County Map Records, and All of Wanis Enterprises Subdivision III, according to the plat thereof recorded in Volume 51, Page 75, Hidalgo County Map Records, said 994.524 acres more or less, also being more particularly described as follows:

BEGINNING at the intersection point of the South right-of-way line of Mile 8 N and the East right-of-way line of N. Mile 1 ½ E for the Northwest corner of this tract;

1. THENCE, East along the South right-of-way line of Mile 8 N a distance of 2,600.00 feet to the Northernmost Northeast corner of this tract;
2. THENCE, South along the West right-of-way line of Mile 2 N a distance of 3,940.00 feet to an inside corner of this tract;
3. THENCE, East along the North line of said Lot 13, and Lot 14, Block 27, and the North line of said Lot 7, Lot 6, Lot 5 of said Bixby Subdivision a distance of 5,280.00 feet to the Southernmost Northeast corner of this tract;
4. THENCE, South along the East right-of-way line of Mile 3 Road a distance of 2,349.94 feet to the Northernmost Southeast corner of this tract;

8. THENCE, North along the East right-of-way line of Mile 1 a distance of 2,791.64 feet to the Southernmost Northwest corner of this tract.
9. THENCE, East along the South right-of-way line of U.S. Highway 83 (Frontage Road), a distance of 2,640.00 feet to an inside corner of this tract;
10. THENCE, North along the East right-of-way line of Mile 1 ½ a distance of 4,597.24 feet to the POINT OF BEGINNING and containing 994.524 acres of land, more or less.

Prepared by:
MELDEN & HUNT, INC.
Consultants, Engineers, Surveyors
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