

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
SEGUIN ECONOMIC DEVELOPMENT CORPORATION
AND THE CITY OF SEGUIN: SH 46 AND CORDOVA ROAD
UTILITY INFRASTRUCTURE PROJECT**

This Memorandum of Understanding (“MOU”) is to document the roles and responsibilities of the Seguin Economic Development Corporation (sometimes “SEDC”) and the City of Seguin (sometimes “City”) pertaining to the SH 46 and Cordova Road Utility Infrastructure Project.

WHEREAS, the City of Seguin is a duly-incorporated and existing home rule municipality chartered under the laws of the State of Texas.

WHEREAS, the Seguin Economic Development Corporation is a public instrumentality and non-profit economic development corporation duly-established and operating under Texas Local Government Code Chapters 501 and 504, et seq., as amended, known as the Development Corporation Act of 1979 (the “Act”).

WHEREAS, the SEDC and the City (sometimes the “Parties”) have mutual interests in the economic development of the City of Seguin.

WHEREAS, the SEDC is the owner of certain real property located in the vicinity of SH 46 and Cordova Road, for the anticipated provision of a Career Center or other authorized use pursuant to Texas Local Government Code 501-504.

WHEREAS, to accommodate the development of the Career Center and other development within the City of Seguin, the development of which will promote and develop new or expanded business enterprises, the SEDC and City find that installation of utility infrastructure, including utility lines and an above-ground water tower (hereinafter “the Utility project”), are necessary to facilitate the successful expansion in the area.

THE SEDC AND CITY ALLOCATE THEIR RESPONSIBILITIES AS FOLLOWS:

Section 1. City Obligations.

- (a) The City will procure a contract for construction of the Utility Project in accordance with state procurement methods as required by law, and will be responsible for administration and oversight of the construction services as they pertain to the Project and pursuant to the terms of the Contract, from commencement of construction to construction completion.
- (b) The City will commit to funding the Utility Project and approve any budget amendments to facilitate such fundings as may be necessary.
- (c) The City shall cause the Texas State Technical College (TSTC) logo to be depicted and maintained on the water tower in a clear, legible, and durable manner, consistent with reasonable standards for visibility and professional presentation, for so long as TSTC is located and operating on the property adjacent to the Subject property.

Section 2. SEDC Obligations.

- (a) The SEDC shall convey approximately 5.963 acres of real property it owns generally located at SH 46 and Cordova Road, in the City of Seguin, to the City of Seguin by Special Warranty Deed, for the City to use for the installation, construction, repair, and maintenance of utility infrastructure, to include an above-ground water tower. Said Deed will convey the Property in fee simple subject to condition subsequent, in that if the Project is not completed within 56 months, the SEDC will have the right to enter the Property and submit a warranty deed to the City to execute and reconvey the Property back to the SEDC.

Section 3. Finalization of Project.

- (a) In the event the Project terminates or is otherwise not realized in full or in part, each Party will be relieved of its obligations as defined herein, pursuant to any legal requirements and responsibilities as may be provided herein or by the terms of any third-party contracts.

Section 4. Miscellaneous Provisions.

- (a) This MOU will commence upon the last of approvals and signatures among the City of Seguin and the SEDC, and will dissolve at the completion of Project construction, or on December 31, 2030—whichever occurs sooner.
- (b) This Memorandum of Understanding may be amended only in writing and approved by both Parties, through their respective governing bodies or boards.

(Signature page follows)

APPROVED BY THE CITY COUNCIL OF THE CITY OF SEGUIN, TEXAS, in its meeting held on the ___ day of _____, 2026, and executed by its authorized representative.

CITY OF SEGUIN, TEXAS

By:

Its:

ATTEST:

City Secretary

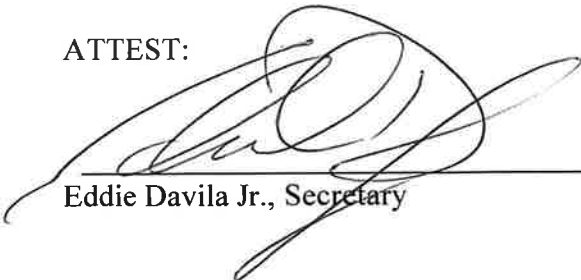
APPROVED BY THE SEGUIN ECONOMIC DEVELOPMENT CORPORATION in its meeting held on the 30th day of April, 2026, and executed by its authorized representative.

**SEGUIN ECONOMIC
DEVELOPMENT CORPORATION**

Elaine Bennett

By Elaine Bennett, President

ATTEST:



Eddie Davila Jr., Secretary