

Richard Vos, Secretary
Kirk Schwarz, Assistant Secretary

Bobby Sparks, President

Barry Dickerson, Vice President
Jack Harbison, Director

Hidalgo and Cameron Counties Irrigation District No. 9

General Office

(956) 565-2411
(956) 565-0521 Fax

E-Mail
hccid9@hotmail.com



FRANK WHITE
General Manager

JUDY BEALL
Tax Assessor-Collector

P O Box 237 - 301 E 2nd Street
Mercedes, Texas 78570

September 21, 2009

Hidalgo County Precinct #1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Your request for irrigation water has been approved for 16 acre feet of water at the following location:

Sunset Park
Campacuas Block 99 lot 15

Account # C0700-00-099-0015-01

The annual charge is \$3,071.86 beginning with the 2010 billing (billing will occur December 2009).
If you wish to use the water immediately, the 2009 year can be prorated for Oct-Dec 2009 in the amount
Of \$767.97 and will be due immediately.

Enclosed please find a Lawn Contract which must be signed and returned to our office.
8 waterings are allowed per year upon request at our office in the form of a water card.

Thank you,



Judy Beall
Office Manager

THE STATE OF TEXAS,
COUNTY OF HIDALGO.

WATER DELIVERY CONTRACT
TO LANDS OUTSIDE DISTRICT

THIS CONTRACT between Hidalgo and Cameron Counties Irrigation District No. 9, a political subdivision of the State of Texas, hereinafter called District, and HIDALGO COUNTY as Owner and as Tenant, hereinafter called "Purchaser," who owns the hereinafter described land, desires to irrigate the same through the facilities of District, with surplus water available to District.

WITNESSETH:

1. District agrees to deliver to Purchaser water to the extent surplus water is available to District for irrigation of land described as follows:

SUNSET PARK CAMPACUAS BLOCK 99 LOT 15 ACCOUNT# C0700-00-099-0015-01
2009 PRORATED \$767.97 OCT.-DEC.

for a term of one year beginning January 1, ~~192009~~²⁰¹⁰ *jab*, and ending December 31, ~~192009~~²⁰¹⁰ *jab* for an annual charge of \$ 3,071.86 paid in advance, upon request of Purchaser accompanied with payment of a water charge of \$ _____ per acre for the land to be irrigated. This contract may be continued for succeeding years by Purchaser tendering the annual charge to District on or before January 31 of each succeeding year, and acceptance of such payment by the Board of Directors of the District.

2. Other conditions of this agreement are that: (a) there shall be no liability on District because of charges in court orders, or in any orders, rules and regulations of any succeeding administrative agency, which may change the right, power, authority, or rules under which District may deliver surplus water to Purchaser; (b) there shall be no more than eight (8) irrigations per calender year (Jan. thru Dec.), deliveries of water shall be made under general supervision of District's ditch riders, and only at times when water is available in the canal or pipelines serving the land of Purchaser because of other agricultural uses inside the District, and District will not be required to make special deliveries of water solely for the uses herein involved; (c) this contract shall terminate upon order of the Board of Directors of District, or the TEXAS WATER RIGHTS COMMISSION or other governmental authority having power to do so; and (d) should District's surplus water be inadequate to serve fully the demands of all holders of surplus water contracts, the District shall have the option to prorate the available surplus water among such contract holders. District reserves the right to enter the property for the purpose of disconnecting the line in the event service is terminated. _____(initials)

EXECUTED this _____ day of _____, 19 _____

ATTEST:

HIDALGO AND CAMERON COUNTIES
IRRIGATION DISTRICT NO. 9

Secretary

BY: _____
President

Purchaser

COUNTY JUDGE

COUNTY CLERK

NAME & ADDRESS:

PHONE _____

APPROVED AS TO FORM