

STATE OF TEXAS       §  
COUNTY OF HIDALGO   §

TO: HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

**PETITION FOR EXCLUSION**

I, Hidalgo County, hereinafter referred to as "Owner", hereby represent and warrant that I am the Owner of the property described as follows, to wit:  
*(If acreage in Petition differs from that of plat, please provide metes and bounds description)*

*Precinct No. 2 Office Complex Subdivision*  
An Addition to the City of Pharr, Being a 15.05-Acre Tract of Land  
Out of Lot 229, Kelly Pharr Subdivision,  
Hidalgo County, Texas, as per Map Recorded in  
Volume 3, Pages 133-134, Deed Records of Hidalgo County, Texas

Owner represents and warrants that the property described above (the "Property") is used or intended to be used for non-agricultural purposes and is urban property as defined by Vernon's Annotated Texas Statutes, Article 8280-3.2 and is not intended to be used for agricultural purposes. A copy of the map or plat of the subdivision is attached to this Petition. Owner does hereby irrevocably consent to the exclusion of the Property from the boundaries of Hidalgo County Irrigation District No. 2, hereinafter referred to as "District", and does hereby request that the Property described above be excluded from the boundaries of the District. Owner does hereby irrevocably waive irrigation water service to the Property from the District hereafter.

Owner represents and warrants that all taxes, charges and assessments related to the Property described above due to the District through the date of filing this Petition have been paid, and the exclusion of the Property will not interfere with the District or its facilities from ready and convenient access to other land remaining in the District for irrigation or other District purposes.

Owner does herewith deposited with the District \$ 50.00, representing the District's estimate of its reasonable expenses and legal expenses incurred in the exclusion of the Property from the District's boundaries.

Owner agrees and warrants that this Petition and the exclusion of the Property from the District's boundary pursuant to this Petition shall not prejudice, jeopardize or impair any easement or right presently vested or possessed by District that is related to the Property. The execution of this Agreement by Owner shall constitute recognition of the District's rights and shall constitute a grant and conveyance of any and all such easements or rights from Owner to District and such easements and rights shall run with the Property until expressly released in writing by District.

WITNESS MY HAND this the 16 day of December, 2009.

\_\_\_\_\_  
Owner's signature (Hidalgo County Judge Rene A. Ramirez)

STATE OF TEXAS §  
COUNTY OF HIDALGO §

This instrument was acknowledged before me by the said \_\_\_\_\_ on  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

ACCEPTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

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

STATE OF TEXAS §  
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_ by \_\_\_\_\_ of  
HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, a political subdivision of the State of Texas, on  
behalf of said subdivision.

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