

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY IRRIGATION DISTRICT NO. NINE
AND HIDALGO COUNTY**

THIS Agreement is made on this the 5th day of April, 2011 by and between HIDALGO COUNTY, hereinafter referred to as "Hidalgo County" and HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. NINE hereinafter referred to as "Irrigation District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Irrigation District has rights and interests in and to irrigation facilities and irrigation properties adjacent to such irrigation facilities situated in the County of Hidalgo, Texas (the "Irrigation Facilities" or "Irrigation Facility");

WHEREAS, Irrigation District also has rights and interests in property consisting of (i) drainage facilities which are located adjacent to or relatively near its irrigation facilities for the purpose of drainage (each a "Ditch" and collectively the "Ditches") and (ii) the land immediately adjacent to the Ditches which provide the access for making improvement to and maintenance of the Ditches (the "Access Areas");

WHEREAS, the area of the Ditches and the Access Areas are collectively referred to herein as the "Ditch Easement Areas;"

WHEREAS, the descriptions of the Ditch Easement Areas which are described by metes and bounds are attached hereto as Exhibit "A" (the "Defined Ditch Areas");

WHEREAS, attached hereto as Exhibit "B" are aerial photos (the "Aerials") of the Ditch Easement Areas which do not have metes and bounds descriptions (the "Undefined Ditch Areas");

WHEREAS, Hidalgo County and the Irrigation District desire to use the Aerials to initially identify the existing boundaries of the Undefined Ditch Areas until such time as Hidalgo County can complete a full survey of such Undefined Ditch Area;

WHEREAS, the boundaries of the Undefined Ditch Areas are intended to be the actual current width of the Ditch plus twenty feet (20') from either edge of the Ditch;

WHEREAS, Hidalgo County, pursuant to its statutory authority, is responsible for proper drainage in Hidalgo County;

WHEREAS, the majority of the drainage water that enters into the Ditches originates from county roads, colonias, municipalities, and agriculture within Hidalgo County Precinct 1;

WHEREAS, Irrigation District and Hidalgo County, desire that Hidalgo County and Irrigation District jointly use and maintain the Ditches, and that Irrigation District will later convey to Hidalgo County the Ditches for drainage purposes;

WHEREAS, Irrigation District desires to grant a non-exclusive easement to Hidalgo County in, over and across the Irrigation Facilities to the extent, it is reasonably necessary (as determined by the mutual agreement of Hidalgo County and the Irrigation District) to access the Ditches, for the maintenance, operation, expansion or repair of the Ditches (the "Easement");

WHEREAS, Hidalgo County desires to, maintain and operate the Ditches in order for the Ditches to adequately serve the drainage needs of Hidalgo County;

WHEREAS, Irrigation District will benefit from the improvements to the Ditches and Hidalgo County's maintenance and operation thereof; and

WHEREAS, Hidalgo County has determined it would be in the best interest of residents of Hidalgo County for Hidalgo County to expand, repair, maintain and operate the Ditches;

NOW, THEREFORE, Hidalgo County and Irrigation District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Irrigation District agrees to grant Hidalgo County a non-exclusive easement to jointly use the Ditch Easement Areas for the purpose of expansion, repair, maintenance or operation of the Ditches. Contemporaneously with the execution of this agreement, Irrigation District will execute a document substantially in the form attached hereto as Exhibit "C" conveying an easement to Hidalgo County for access to, construction, maintenance, repair and operation of each of the Defined Ditch Areas. Irrigation District will execute additional easements in the same form for each of the Undefined Ditch Areas upon completion of the Survey of such Ditch within ten (10) days following the date of presentment of same by Hidalgo County. Such easements from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.
2. Hidalgo County shall at its sole expense, obtain a Survey of the Ditch Easement Area relating to each Ditch (each a "Survey"). The boundaries of the Ditch Easement Area shall be agreed to by the Irrigation District and Hidalgo County in the dimensions described in the recitals above, and shall be fixed by the Survey which shall also provide a metes and bounds description of the Ditch Easement Area. Notwithstanding the forgoing, prior to working on any Ditch, Hidalgo County must have either (i) completed the Survey with the boundaries of the Ditch Easement Area agreed to by the Irrigation District and Hidalgo County or (ii) if the

Survey of such Ditch has not been completed, otherwise agreed in writing with the Irrigation District as to the exact boundaries of the Ditch Easement Area.

3. Hidalgo County will have a period of five (5) years to complete the Surveys. During such five (5) year period, upon presentation by Hidalgo County of a Survey of a Ditch Easement Area together with a corresponding metes and bounds description, the Irrigation District shall grant, sell, transfer and convey to Hidalgo County such Ditch, and shall execute a quitclaim deed to Hidalgo County in substantially the form attached hereto as Exhibit D-1 and a Transfer of Easement in substantially the form attached hereto as Exhibit D-2. Such quitclaim and transfer of easement from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.
4. Upon the completion of the Survey for each Undefined Ditch Area, Irrigation District shall attempt to locate and find persons with knowledge of the Irrigation District's open, notorious and continuous use for an uninterrupted period of at least ten (10) years of the Ditch Easement Areas for such Ditch and shall use its best efforts to cause such persons with knowledge to execute affidavits in substantially the form of the affidavit attached hereto as Exhibit "E" (the "Affidavit"). Irrigation District shall use its best efforts to have the Affidavit executed and present same to Hidalgo County within ten (10) days following the date of presentment of the request for Affidavit by Hidalgo County.
5. In the event Hidalgo County cannot reasonably access a particular Ditch Easement Area without use of an adjoining Irrigation Facility (as determined by the agreement of the Irrigation District and Hidalgo County), the Irrigation District agrees to execute a document substantially in the form attached hereto as Exhibit "F" conveying an easement to Hidalgo County for access over and across the such Irrigation Facility allowing access to such Ditch Easement Areas. Such easements from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.
6. Irrigation District further agrees, that on or after the date of this Agreement, it will not transfer or convey any rights to or in any Irrigation Facilities (as specifically limited and defined herein) adjacent to Ditches not previously transferred to Hidalgo County to any party without first offering, in writing, the Irrigation Facility to Hidalgo County at the same cost and under the same terms as in the offer presented to Irrigation District. Hidalgo County shall have thirty (30) days to determine whether Hidalgo County desires to accept or reject such offer. If Hidalgo County does not respond to the offer by Irrigation District in this numbered paragraph 6 within thirty (30) days of receipt, then Irrigation District may transfer such Irrigation Facility offered to Hidalgo County without any claim by Hidalgo County to such Irrigation Facility, provided any such transfer shall be burdened by the access easement in favor of Hidalgo County.
7. The acquisition of additional right of way for the expansion of any of the Ditch Easement Areas will be the sole responsibility and cost of Hidalgo County.

8. Hidalgo County shall allow connections of any agricultural use field drain or agricultural sub soil drain to the Ditches provided that such field drain or agricultural or sub soil drain is draining agricultural lands and no significant part of any such land is used for any non agricultural use. It shall not be necessary for the owner of any such field drain or sub soil drain to file an application with Hidalgo County for such use. As used herein agricultural use would include the homestead and equipment storage facility for the owner of the land. Upon any subdivision of any such agricultural use property, applicable subdivision regulations at the time of such subdivision with respect to the continued availability of the use of such drains or the requirement of new drains for any such subdivisions must be followed.
9. The design for the improvements and expansion of the Ditches will be the sole responsibility and cost of Hidalgo County. Notwithstanding the forgoing, Hidalgo County agrees that no culverts or pipes passing under roadways shall be modified without the prior approval of the Irrigation District.
10. Hidalgo County shall provide funds for all necessary supplies, labor and equipment to construct and install the improvements and maintenance and operation of the Ditches conveyed by Irrigation District to Hidalgo County.
11. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
12. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
13. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by both parties, and not otherwise.
14. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the other party may terminate this Agreement upon sixty (60) days written notice to the other party who failed to appropriate sufficient funds. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to

- 22. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- 23. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
- 24. **Authority to Execute.** The execution and performance of this Agreement by Hidalgo County and Irrigation District have been duly authorized by all necessary laws, resolutions or governmental action, and this Agreement constitutes the valid and enforceable obligations of Hidalgo County and Irrigation District in accordance with its terms.
- 25. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

**HIDALGO AND CAMERON COUNTIES
IRRIGATION DISTRICT NO. NINE**
By: Frank White
FRANK WHITE, General Manager

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT A

DEFINED DITCH AREAS

(INCLUDE LEGAL DESCRIPTIONS)

EXHIBIT "B"

AERIALS

Due to the volume of the Aerials, the parties hereby agree that "Aerials" are those stored on the CD labeled "HCCID#9 Inter-Local Drain Project" and dated April 5, 2011, which are hereby specifically incorporated by reference herein, the original of which shall be held by Hidalgo County.

EXHIBIT "C"

STATE OF TEXAS §

COUNTY OF HIDALGO § **EASEMENT**

That Hidalgo and Cameron Counties Irrigation District No. Nine for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Hidalgo County, the receipt of which is hereby acknowledged and confessed, has Granted, Bargained and Conveyed and by these presents does Grant, Bargain and Convey unto the said Hidalgo County, its successors or assigns, the non-exclusive right for the free and uninterrupted use, liberty and privilege of passage in, along, upon and across that certain tracts of land situated in Hidalgo County, Texas, described as follows, to wit:

See Exhibit A incorporated herein at this point for all purposes.

SUCH EASEMENT SHALL BE FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAY AND STRUCTURES NECESSARY FOR THE DISPOSAL OF ACCUMULATIVE AND EXCESSIVE RAINFALL AND/OR FLOOD WATER, TOGETHER WITH FREE INGRESS AND EGRESS AT ALL REASONABLE TIMES TO AND FROM SAID PROPERTY DESCRIBED ABOVE, FOR THE PURPOSE OF DOING AND PERFORMING, OR HAVING PERFORMED, ANY AND ALL ACTS AND FUNCTIONS AND ACTS NECESSARY AND INCIDENT TO THE CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING OF A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAYS AND STRUCTURES IN, ALONG, OVER AND ACROSS THE PROPERTY DESCRIBED ABOVE.

GRANTOR SHALL HAVE FULL USE AND CONTROL OF THE SPOIL BANK DIRT SUCH USE AND CONTRACT SHALL NOT INCLUDE THE BERM AREAS TO BE ESTABLISHED BY HIDALGO CUNTY.

TO HAVE AND TO HOLD, ALL AND SINGULAR, THE EASEMENT PRIVILEGE AFORESTATED, UNTO HIDALGO COUNTY, ITS SUCCESSORS OR ASSIGNS

WITNESS our hands this the ____ day of _____, 20__.

HIDALGO AND CAMERON COUNTIES IRRIGATION
DISTRICT NO. NINE

BY: _____
FRANK WHITE, General Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared _____ 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 purpose and consideration therein expressed.

Given under my hand and seal of office, this the ____ day of _____, 20__.

Notary Public State of Texas

EXHIBIT D-1

QUITCLAIM

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.

Date: _____, 20__

Grantor: Hidalgo and Cameron Counties Irrigation District No. Nine

Grantor's Mailing Address: P.O. Box 237
Mercedes, Texas 78570

Grantee: Hidalgo County

Grantee's Mailing Address: 1615 S. Closner, Suite J
Edinburg, Texas 78539

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration

Property (including any improvements): See Exhibit A attached hereto and incorporated herein at this point for all purposes.

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, AS IS to have and to hold it to Grantee and Grantee's, successors, and assigns forever. Neither Grantor nor Grantor's, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

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

Hidalgo and Cameron Counties Irrigation
District No. Nine

By: _____

Its: _____

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 20____,
by _____, of HIDALGO AND CAMERON COUNTIES IRRIGATION
DISTRICT NO. NINE, in the capacity therein stated.

Notary Public, State of Texas

EXHIBIT D-2

TRANSFER OF EASEMENTS

Date: _____, 20__

Holder of Easements: Hidalgo and Cameron Counties Irrigation
District No. Nine

Holder's Mailing Address: P.O. Box 237
Mercedes, Texas 78570

Transferee: Hidalgo County

Transferee's Mailing Address: Hidalgo County Judge's
Office 1615 S. Closner, Suite J
Edinburg, Texas 78539

Easements: All unrecorded and recorded easements in and to drainage ditches and facilities held or claimed by Holder of Easements as shown by map attached hereto as Exhibit A.

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration including but not limited to Transferee's agreement to maintain the easements for drainage associated or related purposes.

Holder of Easements sells, transfers, conveys and quit claims to Transferee, all of Holder's of Easements right, title and interests in the Easements effective as of the Date stated above.

HIDALGO AND CAMERON COUNTIES
IRRIGATION DISTRICT NO. NINE

By: _____
FRANK WHITE, General

Manager

ACCEPTED:

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge
Board of Directors

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on ____ day of _____, 20__ by of HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. NINE, in the capacity stated therein.

Texas

Notary Public, State of

AFTER RECORDING RETURN TO:
Hidalgo County Judge's Office
1615 S. Closner, Suite J
Edinburg, Texas 78539

EXHIBIT E

AFFIDAVIT

DATE: _____, 20____

AFFIANT: _____

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

Affiant has personal knowledge that the real property known as _____ and as identified in the attached Exhibit "A" has been used as a drainage ditch ("Drainage Ditch") by Hidalgo and Cameron Counties Irrigation District No. Nine for more than ten (10) years and that such Drainage Ditch has been exclusively and continuously used by Hidalgo and Cameron Counties Irrigation District No. Nine for drainage purposes of land adjacent to such Drainage Ditch, including but not limited to farmland.

Affiant has personal knowledge that such Drainage Ditch has been maintained and operated for more than ten (10) years by the Hidalgo and Cameron Counties Irrigation District No. Nine and to the best of his/her knowledge no individual, adjacent landowner or other entity has ever constructed, operated or maintained the Drainage Ditch for any purpose nor has any individual, adjacent landowner or entity expressed an interest or claimed any interest in such Drainage Ditch, other than Hidalgo and Cameron Counties Irrigation District No. Nine.

Affiant has personal knowledge that the adjacent landowners induced the belief that each intended for the Hidalgo and Cameron Counties Irrigation District No. Nine to maintain, repair, operate, possess and own all rights to the Drainage Ditch. Affiant has further personal knowledge that the Hidalgo and Cameron Counties Irrigation District No. Nine has acquired, maintained and operated the Drainage Ditch by open, notorious, continuous, exclusive and adverse use for more than 10 years and that the use of the Drainage Ditch by Hidalgo and Cameron Counties Irrigation District No. Nine has caused the public to rely on the adjacent landowner's actions or inactions to cause the Drainage Ditch to become a public benefit and that the public is better served because of the Drainage Ditch.

SUBSCRIBED AND SWORN TO before me
on _____ by _____.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on
_____, 20__ by _____.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Stephen L. Crain
Atlas & Hall, L.L.P.
P. O. Box 3725
McAllen, Texas 78502-3725

EXHIBIT "F"

EASEMENT AND ACCESS AGREEMENT

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.

Date:

First Party: Hidalgo and Cameron Counties Irrigation
District No. Nine

First Party's Mailing Address: P.O. Box 237
Mercedes, Texas 78570

Second Party: Hidalgo County

Second Party's Mailing Address: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

First Party's Property: See Exhibit "A" attached hereto and incorporated
herein at this point for all purpose.

Easement Purpose: For providing free and uninterrupted pedestrian and
vehicular ingress to, over and across First Party's Property and portions thereof for
access to Second Party's drainage ditches and facilities for Second Party to
construct, maintain and operate Second Party's drainage ditches and facilities.

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration,
The receipt and sufficiency of which are hereby acknowledged by the Parties.

Reservations from Conveyance of First Party's Property: None

Exceptions to Warranty of First Party's Property: None

Grants of Easements:

First Party, for the Consideration grants, sells, and conveys to Second
Party and Second Party's successors, and assigns an easement to, over,
and across First Party's Property for the Easement Purpose, together with
all and singular the rights and appurtenances thereto in any way belonging,
to have and to hold the easement, rights, and appurtenances to Second
Party and Second Party's, successors, and assigns forever. First Party
binds First Party and First Party's,

successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in Second Party and Second Party's, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, to the extent that such claim arises by, through, or under First Party but not otherwise.

The easements, rights, and appurtenances hereby granted by First Party are referred to herein as the "Easements." First Party's Property are sometimes referred to herein collectively as the "Properties." First Party and Second Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Terms and Conditions: The following terms and conditions apply to the Easements Granted by this agreement:

1. *Duration of Easement.* The duration of the Easement is perpetual.
2. *Nonexclusiveness of Easements.* The Easements are nonexclusive, and First Party reserves for itself and its successors, and assigns the right to use all or part of the Easements in conjunction with Second Party and the right to convey to others the right to use all or part of the Easements in conjunction with the Second Party, as long as such further conveyance is subject to the terms of this agreement and does not interfere with improvements to the Easements made by Second Party.
3. *Use and Location of Easements.* Second Party will be entitled to exercise direct access to and between the First party's Properties without interference except as set forth in this Agreement and to use any portion of First Party's Properties in exercising the Easements. Second Party may make improvements to First Party's Properties, including but not limited to the right to erect, construct, install, expand, dig and maintain a drainage ditch, spoil bank, levees, roadways and structures necessary for the disposal of accumulative and excessive rainfall and/or floodwater and thereafter use, operate, reconstruct, excavate, dig, inspect, repair, expand, maintain, replace and remove drainage ditches, spoil banks, levees, pipes, gates, roadways and structures necessary for the disposal of accumulative and excessive rainfall and/or floodwater for drainage purposes only to the extent that such improvements will not unreasonably interfere with or restrict the use of First Party of the irrigation system of First Party.
4. *Rights Reserved.* First Party reserves for itself, successors, and assigns the right to continue to use and enjoy the surface of First Party's Properties for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements granted herein to Second Party.

5. *Equitable Rights of Enforcement.* These Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

9. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

11. *Further Assurances.* Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

12. *Integration.* This Agreement contains the complete Agreement of the Parties and cannot be varied except by written Agreement of the Parties. The Parties agree that there are no oral Agreements, representations, or warranties that are not expressly set forth in this Agreement.

13. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy

the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

14. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. *Recitals.* Any recitals in this Agreement are represented by the Parties to be accurate, and constitute a part of the substantive Agreement.

16. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Hidalgo and Cameron Counties Irrigation
District No. Nine

By: _____
Its: _____

Hidalgo County

By: _____
Its: _____

ATTEST:

Arturo Guajardo, Jr., Hidalgo County Clerk

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 20__
by _____, of HIDALGO COUNTY IRRIGATION DISTRICT
NO. NINE, in the capacity therein stated.

Notary Public, State of Texas