

THE STATE OF TEXAS §
 § WATER ALLOCATION SUPPLY CONTRACT
COUNTY OF HIDALGO §

This Water Allocation Supply Contract is entered into by and between United Irrigation District, an irrigation district operating under the laws of the State of Texas and a political subdivision of the State of Texas, hereinafter referred to as “District”, and the City of Mission, a municipality under the laws of the State of Texas, hereinafter referred to as “City”, wherein District agrees to provide to City a water allocation of untreated water from the Rio Grande, and City agrees to receive such waters in accordance with the following terms and conditions:

1. Water Allocation: (a) The water to be furnished and delivered hereunder to City are those untreated waters of the Rio Grande which the District herein allocates to City from its municipal priority of allocation water rights to the Rio Grande as currently allocated or as hereafter allocated to District by the Texas Commission on Environmental Quality (“TCEQ”), Rio Grande Watermaster, or its successor, as such allotment or allocation is presently administered or as hereafter administered pursuant to the rules and regulations of the TCEQ, or its successors, as they presently exist or as hereafter amended. The amount of water allocation which District agrees to supply to City hereunder, is 3,000 acre feet of municipal use priority water allocation, on a calendar year basis beginning January 1, 2024, and each calendar year thereafter during the term of this Contract (hereafter sometimes referred to as “Water Allocation”); (b) City agrees that it shall be charged against its annual water allocation of 3,000 acre feet the conveyance losses incurred in transporting City’s water hereunder from the Rio Grande to City’s delivery point; (c) City agrees to take delivery of a minimum of 1000 acre feet of the Water Allocation per month beginning January 1 of each year until the total amount of 3,000 acre feet has been delivered in accordance with this Contract.

2. Delivery Points: Water hereunder shall be delivered to City from the First Lift Main irrigation canal currently owned by the District for diversion by City to City's canal intake diversion structure at the present location south of Fourth Street in the City of Mission; or at a second delivery point on the District's main canal along Los Ebanos Road approximately 1,650 feet (0.31 miles) north of West Griffin Parkway (FM 495); or at a substitute or other delivery point(s) agreed upon by the parties.

3. Measurement of Water: The water delivered by District hereunder shall be measured by meter placed at the City's delivery points. The metering equipment utilized shall conform with any applicable rules and regulations, and the cost in maintaining of such metering equipment shall be borne by City and be subject to District's approval. Both parties are to have free access to such metering equipment for reading and examination.

4. Contract Delivery Charges: (a) In consideration of District's agreement to furnish and deliver or have delivered the Water Allocation to City for use in serving its citizens, it is agreed that City shall pay to District, on a monthly basis, eighty (\$80.00) dollars per acre foot delivered plus conveyance losses for the supply of the Water Allocation; (b) City also agrees to pay the water delivery charge which City pays for delivery of water measured at the Delivery Point(s) to which it is entitled under Certificate of Adjudication No. 23-849 (5,300 acre feet per calendar year) as allocated to it by the TCEQ, Rio Grande Watermaster, or its successors. Said water delivery charge shall be in the same amount as agreed upon from time to time by the parties by separate agreement. For purposes of reference the current Water Delivery Contract effective October 1, 2023, between City and District provides for a water delivery charge of \$0.2040 per thousand (1,000) gallons to be charged by the District to the City. The water

delivery charge for the delivery of water hereunder to City shall be controlled by such Contract or any amendment or modification thereto hereafter agreed upon by City and District.

5. Annual Use and Allocation: City agrees that amounts of Water Allocation delivered to it shall be in addition to any other water allocation provided for in other Contracts or Agreements and shall not be effected or controlled by any contrary provision pertaining to timing of the delivery of water before any water is used and charged against the allocation or allotment of Rio Grande water to which City is otherwise entitled under Certificate of Adjudication No. 23-849 (5,300 acre feet per calendar year) issued by the Texas Water Rights Commission (predecessor to the TCEQ), or any amendment thereto, or any other water rights owned by City or water to which City is entitled to receive under a contract or other means or sources for diversion from the Rio Grande by District.

6. Water Use Reports and Assessments: District will make the necessary diversion reports and pay all assessments due to the TCEQ, or its successor, relating to the amount of water diverted from the Rio Grande for City hereunder, based upon the amount of water metered as provided above, plus the amount of conveyance losses incurred in transporting City's said water from the Rio Grande which occurs prior to such measurements. The amount of conveyance losses to be charged and reported to the Rio Grande Watermaster shall be the amount delivered to the City measured by the meter(s) at the Delivery Point(s) and multiplied by a factor of 1.33.

7. Failure of Delivery: District shall not be liable to City for failure of delivery in the event of mechanical failure, strikes, acts of God or other occurrences beyond the District's control nor shall District be liable to City in any event, so long as District is taking reasonable steps to continue and maintain service to City. In the event drought conditions result in a limited

amount of water available for allocation by the TCEQ, or its successor, and there is implemented a proration of available water supply, then in such event, the amount of water covered by this Contract will be prorated so that City will be treated on the same basis as other similar users upon the Lower Rio Grande.

8. Transfer of Contract: This Contract may not be transferred or assigned by City to any third party.

9. Term of Contract: This Contract shall become effective January 1, 2024, and shall remain effective thereafter for a period of three (3) calendar years, and shall be deemed renewed from calendar year to the next calendar year thereafter unless one of the parties shall advise the other in writing by September 1 of a year of its intention to terminate this Contract for the following calendar year. In the event City fails to comply with any of the provisions hereof, District, after giving City sixty (60) days advance written notice, of the provision so violated, may terminate the operation of this Contract pending the curing by City of its said default. All amendments hereto shall be in writing and mutually agreed upon by both parties.

10. Enforcement: It is understood and agreed that either party hereto may demand specific performance of this Contract.

11. Laws and Regulations: This Contract shall be subject to the Rules and Regulations of the TCEQ, or its successor, as they presently exist or as they are hereafter amended, to the extent such Rules and Regulations pertain to the operations of the parties hereunder. This Contract shall be subject to all valid applicable State, Federal and local laws, rules and regulations; provided, that either party hereto shall be entitled to regard all laws, rules and regulations issued by any Federal or State regulatory body as valid and may act in

accordance therewith until such time as the same may be held invalid by final judgment in a court of competent jurisdiction.

12. Authorization: Those representatives of the parties executing this Contract on behalf of the parties, represent one to the other that they are authorized by action of the governing bodies of each party to execute this Contract.

EXECUTED by the parties through their authorized representatives on the dates indicated below.

ATTEST:

UNITED IRRIGATION DISTRICT

Susan Y. Kawamoto, Secretary
Board of Directors

By: _____
Jesus Garcia, President
Board of Directors

Date _____

ATTEST:

CITY OF MISSION

City Secretary

By: _____
Norie Gonzalez Garza, Mayor

Date _____

IR286RR

UNITED IRRIGATION DISTRICT
WATER HISTORY TRANSACTION REPORT
FROM: 1/01/0001 TO: 11/21/2023

11/21/23
10:44:10

CUSTOMER...: US FISH & WILDLIFE SERVICE
A/D#.....: L6050-00-000-0105-05
CANAL RIDER: HUMBERTO CORREA

NET ACRES.: 56.56
ALLOCATION:

DATE	TYP	QTY	DOCUMENT	SEQ	AMOUNT	DESCRIPTION
10/25/1990	WAT	100.00	9008676	1	425.00	000 CROP NUMBER NOT FOUND
10/25/1990	DEL	100.00	9008676	1	425.00	
2/20/1991	WAT	211.76	9109275	1	900.00	000 CROP NUMBER NOT FOUND
2/20/1991	DEL	211.76	9109275	1	900.00	
4/26/1991	WAT	100.00	9100851	1	475.00	VEGETABLES
4/26/1991	DEL	100.00	9100851	1	475.00	
7/23/1991	WAT	200.00	9101461	1	950.00	VEGETABLES
7/23/1991	DEL	200.00	9101461	1	950.00	
8/16/1991	WAT	200.00	9101779	1	950.00	VEGETABLES
8/16/1991	DEL	200.00	9101779	1	950.00	
10/29/1991	WAT	200.00	9102369	1	950.00	VEGETABLES
11/18/1991	DEL	200.00	9102369	1	950.00	
8/03/1992	WAT	200.00	9204277	1	1050.00	VEGETABLES
9/30/1992	DEL	200.00	9204277	1	1050.00	
10/19/1992	WAT	200.00	9205214	1	1050.00	VEGETABLES
3/12/1993	DEL	182.00	9205214	1	955.50	
5/22/1993	DEL	18.00	9205214	1	94.50	
5/16/1998	ALC	226.24		1		ALLOCATION AT 4.00
7/06/1998	TFR	226.24		1		TRANSFER TO 03S.A. 005
7/06/1998	OUT	339.36		1		Z-O - OUT 99999-99-999-9999-99
9/30/1998	ALC	113.12		1		ALLOCATION AT 2.00
9/30/1998	ALC	113.12		1		ALLOCATION AT 2.00
1/29/1999	ALC	113.12		1		ALLOCATION AT 2.00
4/29/1999	ALC	113.12		1		ALLOCATION AT 2.00
7/08/1999	ALC	56.56		1		ALLOCATION AT 1.00
7/29/1999	ALC	226.24		1		ALLOCATION AT 4.00
1/17/2000	OUT	735.28		1		Z-O - OUT 99999-99-999-9999-99
8/10/2000	ALC	113.12				ALLOCATION AT 2.00
9/26/2000	ALC	84.84				ALLOCATION AT 1.50
12/04/2000	ALC	141.40				ALLOCATION AT 6.00