

CONTRACT FOR WATER

This contract for water is entered into between _____
address _____ (Seller), and _____
address _____ (Buyer).

For and in consideration of the mutual promises, obligations and benefits hereinafter set forth, Seller and Buyer agree as follows:

1. **QUANTITY.** Seller agrees to allow Buyer to divert water during the term of this agreement, pursuant to Certificate of Adjudication No. _____ in such quantity as may be required by Buyer, not to exceed _____ acre-feet to be used for _____ purposes. Said bought water will be used with Certificate of Adjudication No. _____. The number of acres to be irrigated is _____.
2. **POINT OF DIVERSION.** The water will be furnished at a point (the "Point of Diversion") as follows (Bearing and Distance):

"Diversion Facilities of Buyer"
Map on file at TCEQ Watermaster's Office
The maximum rate of diversion at the Point of Diversion shall not exceed N/A gallons per minute. The appropriate map attached hereto as Exhibit "A" shows the Point of Diversion and the area to be irrigated.
3. **ANNUAL PAYMENTS.** Buyer agrees to pay Seller upon execution of this contract an amount of money equal to _____ based upon the rate of _____ per acre-foot.
4. **METERING.** Buyer shall furnish, install, operate and maintain at his own expense at the Point of Diversion a measuring device or devices to measure the quantity of water diverted by Buyer within plus or minus five percent (5%).
5. **QUALITY.** The water to be supplied hereunder shall be untreated water as it occurs in the Rio Grande at the Point of Diversion.
6. **REGULATORY AGENCIES.** The effectiveness of this contract is dependent upon compliance with the applicable provisions, if any, of TEXAS COMMISSION ON ENVIRONMENTAL QUALITY Rules 303.51 - 303.55.
7. **ASSIGNMENT.** Buyer may not assign this contract.

- 8. **CAPTIONS.** All titles of the sections of this contract have been inserted for convenience of reference only and are not considered a part of this contract and in no way shall they affect the interpretation of any provisions of this contract.
- 9. **TERM.** This contract shall terminate one year from its execution or upon diversion of the total contracted amount unless an earlier termination date is specified.
- 10. **EXECUTION DATE:** _____.

IN WITNESS HEREOF, the parties hereto have caused this contract to be duly executed in multiple counterparts, each of which shall constitute an original.

SELLER

by: _____

ADDRESS

CITY, STATE, ZIP

() _____

TELEPHONE NUMBER

ATTEST:

BUYER

by: _____

ADDRESS

CITY, STATE, ZIP

() _____

TELEPHONE NUMBER

ATTEST:
