



### 2009 WATER SERVICE DELIVERY CONTRACT (NEW IRRIGATION)



This Agreement is entered into between the Middle Rio Grande Conservancy District (1931 Second St SW, PO Box 581, Albuquerque, NM 87103-0581)(“MRGCD”) and the Property Owners, as described below:

Date: \_\_\_\_\_, 2009  
Name of Property Owners/Lessee: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone: \_\_\_\_\_ Owner# \_\_\_\_\_

The Property Owner is desirous of utilizing the MRGCD delivery system for delivery of water to his or her property in the 2009 and subsequent irrigation seasons. Property Owners desires, in the 2009 and subsequent irrigation seasons, to irrigate the following described real property located within the boundaries of the MRGCD and in \_\_\_\_\_ County, New Mexico:

Property Legal Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property Code Number(s): \_\_\_\_\_

Total Acreage: \_\_\_\_\_ Total Acreage Irrigated: \_\_\_\_\_

The MRGCD agrees to provide irrigation water for the 2009 irrigation season and subsequent irrigation seasons for which this contract is in effect through the \_\_\_\_\_ ditch, lateral or acequia, sufficient to irrigate \_\_\_\_\_ acres, subject to physical availability and the lawful condition, rules, regulations, notices and orders established by the MRGCD.

The New Mexico Legislature in the Laws of 1993 mandated that for “all irrigable lands in the district as they appear on the records of the district or for which water availability under contract occurs,” the District support provision of its services by levying a “water service charge against lands which are served by the district’s water delivery system.”

N.M.S.A. § 73-18-8.1 1978 (1993 Supp.) also establishes the minimum water service charge as \$28.00 per acre. Pursuant to the mandate of the Legislature and the terms of this Contract, the Property Owner agrees to pay a “Water Service Charge” of \$28.00 per acre in the 2009 irrigation season. Property Owner agrees to abide by the lawful conditions, rules, regulations, notices and orders established by the MRGCD. Pursuant to N.M.S.A. §73-18-8.1, the “Water Service Charge” may be increased in subsequent irrigation seasons.

The Property Owner agrees that, in the event of water shortage, the MRGCD must allocate irrigation water according to the priorities established by law and that if insufficient water is available; the MRGCD may not be able to provide all of the water required by Property Owner. In times of shortage, the MRGCD shall allocate water as prescribed by N.M.S.A. § 73-14-49 1978. In the event of water shortage, the Property Owner shall not receive a rebate of any part of the “Water Service Charge.”

The Property Owner further acknowledges that the MRGCD will not furnish water to the Property Owner if the Property Owner is delinquent on payment of MRGCD Assessments, Water Service Charges and/or other charges.

Either party may cancel this Agreement by providing written notice to the non-canceling party at the address listed above. Notice must be received by the non-canceling party on or before February 1, of the year in which the cancellation is to be effective.

This Agreement shall not affect in any manner whatsoever any water rights held by an individual Property Owner.

The parties have read, fully understand and agree to the foregoing.

\_\_\_\_\_  
Property Owner BY: \_\_\_\_\_ MRGCD