

Membership/Account # _____

**APPLICATION FOR WATER SERVICE and
MEMBERSHIP CERTIFICATE**

This AGREEMENT entered into between the El Creston Mutual Domestic Water Consumers Association, a nonprofit corporation, organized under the Sanitary Projects Act, Sections 3-29-1 to 3-29-19 NMSA 1978, for the purpose of providing a domestic water system for its members, and hereinafter called the

"Association", and _____,

and _____ and _____

_____, member(s) of the Association, hereinafter called "Member."

WITNESSETH

Whereas, the Member desires to acquire water services from the Association, to become a voting member of the Association, and to enter into a separate Water Consumers Agreement for water services as required by the Bylaws of the Association;

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows, the Association shall furnish, subject to the state and federal law and regulations and in accordance with its Bylaws and Rules and Regulations, now in force or as hereafter amended, a safe and adequate quantity of water for use by the Member on the following described property:

Physical Address

Mailing Address

(h) _____ (w) _____ (c) _____

Telephone _____

E-Mail Address

Legal Description (Existing Recorded Deed):

Grant of Perpetual Easement. (THIS EASEMENT ONLY APPLIES WHEN THE WATER SYSTEM GOES THROUGH THE MEMBER'S PROPERTY and/or IF THE METER IS LOCATED INSIDE THE MEMBER'S PROPERTY). If the Member requests service from the Association where a public right-of-way does not exist for the water lines and appurtenant facilities, the Member agrees to grant to the Association, its successors and assigns, a perpetual easement twenty (20) feet in width, if such width is available, for the installation of the pipeline and centered over said pipeline, or five (5) feet in diameter from the center of any water meter, over, under and upon the above described land, with the right to locate, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines, water meter and/or appurtenant facilities, with the rights of ingress to and egress from the Member's property.

Assignment of Inside Ground Water Right. (APPLIES ONLY IF THE PROPERTY OWNER/LANDOWNER HAS A DOMESTIC WELL) The Member hereby assigns all right, title and interest to ONLY the inside domestic-use portion of the ground water rights of his/her domestic well to the Association, its successors and assigns, so that the Association can acquire the water rights necessary to provide the Member with safe and adequate water at the time that service becomes available. This assignment shall be by Quitclaim Deed, to be recorded in the San Miguel Count Courthouse and the Office of The State Engineer (hereinafter "OSE"). This assignment does not include the outside domestic use portion of the ground water rights of the Member's domestic well, which he/she will continue to own and hold for his/her exclusive benefit in meeting the need for water outside the house. This agreement also includes an automatic reversion of this assignment of the inside domestic-use portion of the ground water rights of his/her domestic well, to the Member, his/her heirs, successors and assigns, and the Associations agrees to return and re-convey the subject of the Quitclaim Deed if the Association ceases to operate as a mutual domestic water system or is unable to provide safe and adequate water to the Member within 6 years of the date of execution of this agreement. Member agrees to execute any documents required by the OSE to effectuate this transfer, including a joint application for a permit to change the point of diversion for the conveyed water right to the Association and any subsequent conveyance documents.

Membership Fee, Connection Fee, Water Rights Fee. Effective as follows, the Member agrees to pay:

- 1) Upon signing of this Agreement; a non-refundable membership fee; (contact a board member for current fees)
- 2) a yearly assessment fee, as a pro-rata share of the expenses and capital repayment obligations of the Association, said fee to be adjusted yearly as construction proceeds and loans are incurred. When water service is available to Member, the assessment fee will be merged with the applicable water service charges set forth in the Water Consumer Agreement.
- 3) a connection fee to be determined by date of connection, the cost of the meter, box and appurtenant valves and connections, said fee due following the grant of construction financing and commencement of construction; and
- 4) a water rights fee equivalent to the then going rate for water rights, to reimburse the Association for its purchase of water rights. (THIS WATER RIGHTS FEE ONLY APPLIES TO THOSE MEMBERS WHO DO NOT HAVE DOMESTIC WELLS FROM WHICH A WATER RIGHT CAN BE ASSIGNED TO THE ASSOCIATION. THOSE MEMBERS WHO HAVE DOMESTIC WELLS DO NOT HAVE TO PAY THIS WATER RIGHTS FEE IF THEY HAVE ASSIGNED THE INSIDE DOMESTIC-USE PORTION OF THEIR WELLS TO THE ASSOCIATION.)

This document will become your Certificate of Membership in this Association. To be valid it must be signed by the member(s) and an authorized association official and have the Association seal. The original will be kept by the Association as a permanent record, and a copy of the original will be mailed to the Member for his/her records.

IN WITNESS WHEREOF, I / we have executed this agreement on this, the ____ day of _____, 20____ .

CHECK ANY OF THE FOLLOWING STATEMENTS WHICH APPLY TO YOU:

_____ I have a domestic well on my property and I will not owe the water rights fee because I am herein assigning the inside portion of my ground water rights to the Association.

_____ I do not have a domestic well on my property and I/WE WILL OWE a water rights fee in accordance with the terms and conditions of this Agreement.

_____ I am willing _____not willing to enter into this agreement if the OSE requires that my domestic well be capped or plugged as a condition for the transfer of my water rights to the Association.

Applicant / Member Signature

Applicant / Member Signature

Applicant / Member Signature

Applicant / Member Signature

ATTEST:

Authorized Association Official:

Name

President

Name

Title

Date:_____

Board Secretary Signature : _____ Date _____

.....
For Association Use Only

Membership Transferred, Canceled, Other _____

Comments: _____.

Form FHA-NM 442-2 (9-1-72)