



2024 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: _____, 2024

Name of Property Owner(s): _____

Mailing Address: _____ City _____ St _____ Zip _____

Telephone: _____ Email: _____ Customer ID# _____

The Property Owner(s) is desirous of utilizing the Middle Rio Grande Conservancy District (MRGCD) delivery system for delivery of water to their property in the 2024 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: _____

Is Turnout gate available? Yes: No:

Property Code Number(s): _____

Total Acreage: _____ Total Acreage Irrigated: _____

The MRGCD agrees to provide irrigation water for the 2024 irrigation season and subsequent 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.

Per NMSA § 73-18-8.1 1978 (1993 Supp.), "all irrigable lands in the district as they appear on the records of the district", are subject to a water service charge against the lands which are served by the district's water delivery system. The Water Distribution Policy under Rule 19 (1-i Small Tract Irrigation) establishes a one (1)-acre minimum to be assessed. Resolution No. M-01-08-24-205 establishes the minimum water service charge as \$51.25 per acre for the 2024 irrigation season, and the Property Owner(s) agrees to pay the "Water Service Charge" under this contract. By approval of the Board the Water Service Charge *may be increased* in subsequent irrigation seasons.

The Property Owner(s) agrees that in the event of water shortage the MRGCD allocates 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 the water required by Property Owner(s). In times of shortage, the MRGCD allocates water as prescribed by NMSA 1978, § 73-14-49 1978, and in such an event, the Property Owner(s) shall not receive a rebate of any part of the "Water Service Charge."

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

The Property Owner(s) may aggrieve this Agreement by filing the written Water Service Charge Protest Form pursuant to MRGCD Rule No. 24.

This Agreement shall not affect in any manner whatsoever any water rights held by Property Owner(s). The parties have read, fully understand, and agree to the foregoing.

Property Owner(s)

BY: _____
Middle Rio Grande Conservancy District