



# Montezuma Water Company

28024 Road T PO Box 817  
Dolores, Colorado 81323  
970-882-2226 970-882-2201 fax

(Office Use Only)

New Cert \_\_\_\_\_  
Seal \_\_\_\_\_  
MX \_\_\_\_\_  
Access \_\_\_\_\_  
Map \_\_\_\_\_  
Hyd \_\_\_\_\_  
\_\_\_\_\_

## WATER USER'S AGREEMENT

Office Use Only

Print or Type Information Requested

ACCOUNT NUMBER \_\_\_\_\_  
REFER LOCATION NUMBER \_\_\_\_\_  
NEW LOCATION NUMBER \_\_\_\_\_  
TAP NUMBER \_\_\_\_\_

Date \_\_\_\_\_

This Agreement is entered into between Montezuma Water Company, a non-profit corporation, hereinafter called the "Company" and \_\_\_\_\_

Member(s) of the Company hereinafter called the "Members".

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Mortgage: \_\_\_\_\_ Address: \_\_\_\_\_

### WITNESSETH:

WHEREAS, the Member desires to purchase water from the Company and enter into a Water User's Agreement as required by the By-Laws of the Company.

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 Company will furnish, subject to limitations set out in this Agreement and its By-Laws and Rules and Regulations, now in force or as hereafter amended, such quantity of water as Member may desire in connection with Member's occupancy of the following described property:

Service Address: \_\_\_\_\_

Legal Description: \_\_\_\_\_ Lot #: \_\_\_\_\_

Subdivision Name \_\_\_\_\_ Intended Use \_\_\_\_\_

Meter Size: 5/8" Monthly Minimum Charge: 25.00 Road Bore/Cut: \_\_\_\_\_

Membership Fee Charge: \$7,500.00 Installation Fee: \$1,400.00

APPROVED BY THE BOARD OF DIRECTORS: \_\_\_\_\_

Membership Certificate Number \_\_\_\_\_ sent to \_\_\_\_\_

The Member shall comply with and be bound by and subject to this Agreement, Articles of Incorporation, By-Laws, and Rules and Regulations of the Company, now in force, or as hereafter amended or changed. The Member shall agree to pay for water at such rates, time and place as determined by the Company, and agrees to the imposition of such penalties for noncompliance as specified in the Company's current By-Laws and Rules and Regulations, or as hereafter amended, adopted or imposed by the Company.

The Member hereby grants to the Company, its successors and assigns, a perpetual easement twenty-five (25) feet in width over, under and upon the location of **existing water main pipelines** on the above described land and any contiguous land owned or controlled by the Member, whether now owned or controlled or hereafter acquired, with the right to use, locate, operate, inspect, repair, maintain, replace, upsize, and remove (all in accordance with industry standards) water main pipelines and appurtenances. Upon request by the Company, the Member shall execute all easements as required by the Company to reflect said conveyance. Further, this document shall be considered sufficient evidence of the easement(s) granted and may be recorded as such. The Member shall also, upon request by the Company, furnish agreements from any lienholder(s) on the subject properties, subordinating and/or consenting to the aforementioned easement(s).

The Member shall install and maintain at their own expense a service line which shall begin at the meter (curb box valve) and extend to the dwelling or place of use. The Member's service line shall connect with the distribution system of the Company at the nearest place of desired use by the Member, provided the Company has determined in advance that the system has sufficient capacity to permit delivery of water to that point. The Company will have final authority in any question of location to its distribution system.

In the event that the Membership is being acquired through the exchange of a Summit Ridge Water District Tap, the Member hereby represents that any third parties holding a lien on the real property to which the Summit Ridge Tap is/was associated, has been provided actual notice of the tap exchange. Further, said Member hereby agrees to indemnify and hold the Company harmless from any claims against the Company by any such lienholder(s), related to the exchange. Said indemnification includes payment of the Company's reasonable attorney fees in defending any such action.

The Company shall be awarded its reasonable attorney fees and costs for any action taken or defended related to this Agreement, enforcement of By-laws and Rules and Regulations, membership, membership rights or obligations, non-payment, default, assessments or attempted transfers.

### **NOTICE TO MORTGAGEE & MEMBER**

The Mortgagee by signing the Water Users' Agreement has included the Montezuma Water Company membership as a part of the member's loan and it is considered collateral for the loan. If the loan is sold to another financial institution it shall be the responsibility of the mortgagee and the member to transfer the membership to the new mortgagee. Montezuma Water Company shall be informed of changes in the mortgagee. A new certificate will be issued upon completing the Tap (Membership) Transfer form with the name of the new mortgagee listed. The membership cannot be sold by the member without the mortgagee of record releasing the collateral.

IN WITNESS WHEREOF, both parties have executed this Agreement this date\_\_\_\_\_.

SEAL

ATTEST:

\_\_\_\_\_  
President  
Montezuma Water Company

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member- As Joint Tenant

\_\_\_\_\_  
Mortgagee

\_\_\_\_\_  
Secretary/Treasurer  
Montezuma Water Company

**NOTICE TO MORTGAGEE: Montezuma Water Company Memberships are Personal Property**