

WATER PURCHASE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____ by and between Union County a New Mexico governmental entity, hereinafter referred to as "County", and _____, hereinafter referred to as "Seller", whose address is _____.

WHEREAS, County has a need, from time to time, to purchase and acquire water for the purpose of various road work or road projects in Union County; and,

WHEREAS, Seller is the owner of certain water/water rights that it can sell to County for the limited and specific purpose of work on said county road projects; and,

WHEREAS, the parties have entered into this agreement for the purpose of documenting the agreement they have reached.

IT IS THEREFORE MUTUALLY AGREED AND CONTRACTED TO BY THE PARTIES, and, for valuable consideration, as evidenced by their signatures hereto, the parties stipulate, agree and contract as follows:

1. Seller shall sell, assign and transfer up to _____ gallons of water to County for purposes of use on county road project in Union County, New Mexico.
2. By its signature hereto, Buyer acknowledges, stipulates and represents to County that it is the sole owner of the water that is subject to this agreement and that there are no liens or other encumbrances against the water and the payments for the sale of water under the Agreement are to be made directly to Seller.
3. County shall pay to Seller the sum of \$_____ per 1,000 gallons of water purchased under this Agreement, which includes any and all gross receipts tax. Seller agrees to accept County's meter reading for purposes of determination of the number of gallons purchased by County. County agrees to pay Seller, and Seller agrees to accept payment for said water at such time as County completes the road project for which said water is being purchased for. County Shall provide Seller with a detailed statement showing the number of gallons of water purchased at the above-stipulated and agreed to rate, and provide a check for payment in full of the same.
4. The location where County is to obtain the water is described as:

5. Seller hereby consents, agrees, and allows County vehicles, including but not limited to water trucks, access across said property to the above-described location, seven days a week, twenty-four hours a day, if necessary, for the purpose of obtaining water and filling water trucks with the water necessary for the county road project.
6. If there are any cattle or livestock on the property or if there are any gates that need to be opened or closed by County, or any other concerns that Seller has with regard to County's access for purposes of obtaining water, those are:

7. County shall not be liable to Seller for normal wear and tear resulting from County's access to and from the property for purposes of obtaining water and implementing the terms of this agreement.
8. Contact persons with regard to this Agreement, the terms and conditions and implementation hereof is as follows:

Union County: Road Superintendent
Union County
25 Lake Hwy.
Clayton NM 88415

Seller: _____

Phone number: _____
Email: _____

Unless sooner terminated, this Agreement shall automatically expire on the _____ day
of _____, 20_____.

Union County:

By: _____
Its: _____

Seller:

By: _____
Its: _____