



DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION
MAILING ADDRESS: P.O. Box 866 • Doña Ana, NM • 88032
PHYSICAL ADDRESS: 5535 LEDESMA DR • LAS CRUCES, NM 88007
(575) 526-3491 OFFICE • (575) 526-9306 FAX

GRANTOR'S AGREEMENT

To: Dona Ana Mutual Domestic
Water Consumers Association
5535 Ledesma Drive
Las Cruces, NM 88007

Developer/Grantor: _____

Development Name: _____

STATE OF NEW MEXICO
COUNTY OF DONA ANA

The undersigned owns in fee simple, and no other person or entity owns any share of, water and/or sewer improvements made part of the above stated project, more particularly described as follows (the "Property"): _____

The undersigned certifies there are no pending suits, judgments, executions, or encumbrances against the Grantor in the State of New Mexico or in any Federal Court.

The undersigned has paid in full or otherwise has satisfied or will satisfy all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the undersigned for damages arising in any manner in connection with the construction/repair of the Property for which the owner or his property might in any way be held responsible, and further that no financing statements, chattel mortgages, conditional bills of sale or retention of title agreements have been given or executed by undersigned for or in connection with any material, appliances, equipment, fixtures, or furnishings placed upon or installed as part of the Property.

The undersigned certifies there are no outstanding bills incurred for labor employed and/or materials used in making any repairs or improvements on or to the Property. No labor, professional design or surveying services have been performed on, at or to the Property, nor has any labor been performed towards the construction of any structure on or to the Property, and no materials, supplies, or equipment of any kind that could be used in connection with such work have been delivered to, placed on or made part of the Property. There are no unpaid bills or liens against the Property. If any unpaid bills or liens shall be discovered, then the Grantor agrees to be responsible for payment of any such bills or liens.

Grantor shall indemnify and hold the Dona Ana Mutual Domestic Water Consumers Association harmless of and from any and all loss, cost, damage, and expense of every kind, including attorney's fees, which the Dona Ana Mutual Domestic Water Consumers Association shall or

may suffer or incur to become liable for under its policies, directly or indirectly, out of the improvement to the Property, or on account of any mechanic's, materialman's or any other type of lien or claim, or in connection with the enforcement of this Agreement.

The undersigned certifies that they have not created, suffered, assumed or agreed to any defect, lien, encumbrance, or adverse matter affecting title to the Property except matters of record and matters disclosed herein. The undersigned agrees to promptly defend, remove, bond, or otherwise dispose of any defect, lien, encumbrance, adverse claim, or other matter, if any, created, first appearing in the public records, or attaching subsequent to the date of this Agreement, but prior to the date the Dona Ana Mutual Domestic Water Consumers Association acquires for value the easement, interest or facilities to be conveyed.

IN TESTIMONY WHEREOF, this Agreement made this ____ day of _____, 20____.

(GRANTOR'S NAME)

(ADDRESS)

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(PRINT NAME OF AUTHORIZED REPRESENTATIVE)

(TITLE)