



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

CONTRACTOR RELEASE OF LIENS

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

Developer: _____

Contractor: _____

Development Name: _____

STATE OF NEW MEXICO
 COUNTY OF DONA ANA

The undersigned contracted directly with the Developer to construct water and/or sewer improvements made part of the above stated project, more particularly the work and/or materials provided (Property) by the Contractor is described as follows: _____

The undersigned, as a Contractor for the above named Development hereby certifies that he/she has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the project referenced above for which DAMDWCA might in any way be held responsible.

The undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described Development, and the improvements thereon, and on the monies or other considerations due or to become due from the Developer, on account of labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above described Development by virtue of said contract.

The undersigned certifies that (i) there are no known liens on the Property, (ii) the undersigned has not received a notice of claim of lien on funds due related to the Property, (iii) there are no other claims outstanding which would entitle the holder thereof to claim a lien on the Property, including no outstanding retention of title agreements or security interests for any materials, appliances, equipment, fixtures, or furnishings placed upon or installed as part of the Property. 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.

The undersigned understands and agrees that this Agreement relates to all services rendered, work done, and materials furnished for the Development by undersigned in any and all capacities, and not solely for any particular item.

The undersigned warrants that they have not assigned nor will assign their claims for payment, nor right to perfect a lien against the Property, and that undersigned has the right to execute this Agreement.

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

(CONTRACTOR NAME)

(ADDRESS)

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(PHONE)

(PRINT NAME OF AUTHORIZED REPRESENTATIVE)

(TITLE)