

HACIENDA ACRES PIPED WATER SERVICE AGREEMENT

This agreement entered into between the Maricopa Mountain Domestic Water Improvement District, a Special District in Pinal County, through the State of Arizona, hereinafter called the "District," and _____ Landowner(s) within the District, hereinafter called "Landowner."

Whereas, the Landowner desires to purchase water from the District and to enter into a water user agreement as required by the Policies and Procedures of the District.

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 District shall furnish, subject to any limitations set out in its Policies and Procedures now in force or as hereafter amended, such quantity of water as Landowner may desire in connection with Landowner's occupancy of the following described property:

Landowner name(s) : _____

Assessor Parcel # : _____ Property address : _____

Mailing address : _____

Phone & Email : _____ Paperless ☐

The District shall provide water transported to the Hacienda water storage facility and distributed through the current system, until such time that a new water source and improved infrastructure is available. However, the District, its board of directors, its staff, and its representatives make no guarantees as to the future availability of water from any District wells. The landowner understands that until a new water source is available, the water delivered to the Hacienda Acres distribution site is transported from our Well #1.

Landowner agrees to pay the nonrefundable Service Connection Setup Fee of \$300.00/\$500.00, depending on meter size, plus any amount due associated with the installed meter by current or previous landowners, for the privilege to purchase water delivered to the above property, through the Hacienda Acres Distribution System; provided there is an existing, operational meter in place. If no operational meter exists, the Service Connection Setup Fee would be increased to cost + 10%, unless the meter is installed during the initial installation of the upgraded system.

During the initial installation of the improved infrastructure, the District shall install at the District's expense a water meter, a cutoff valve and a service line which shall begin at the water main line and extend to the Landowner's property line. The District shall have exclusive right to use such cutoff valve and water meter. The service line shall connect with the water main line of the District as engineered; the District shall have final authority in any question of location of any service line connection to its water main line.

The Landowner agrees to grant to the District, its successors and assigns, a perpetual easement upon the above-described land for pipelines and related infrastructure reasonably needed to provide water to the land and adjacent land. The easement will be located along the property line consistent with common utility practices.

The Landowner shall install and maintain at Landowner's expense, a service line which shall begin at the meter referenced above and extend to the dwelling or place of use and shall connect to the District's water meter. Landowner agrees to be fully responsible for the installation and maintenance costs of an approved back-flow device, if required.

Landowner agrees, that if their valve or meter is determined to be inaccessible or faulty, service will be estimated. In the event of a safety hazard; emergency or leak on the Landowner's service line; or if a connection or extension is made of the Landowner's service line for the purpose of supplying water to another property or user, service will be interrupted immediately, and customer notified. The District shall turn the water service off until the repair is made by the Landowner. A date and time must then be set for reactivation and any applicable fees, repairs, and procedures listed apply.

During critical and emergency water conditions, the District shall determine the allocation of water to Landowners in the event of a water shortage. In the event the total water supply shall be insufficient to meet all of the needs of the Landowners, or in the event there is a shortage of water, the District may prorate the water available among the various Landowners on such basis as is deemed equitable by the Board of Directors, and may also prescribe a schedule of hours covering use of water for garden purposes by particular Landowners and require adherence thereto or prohibit the use of water for garden purposes; provided that, if at any time the total water supply shall be insufficient to meet all of the needs

of all the Landowners, the District must first satisfy all of the needs of all Landowners for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Landowners for both domestic and livestock purposes before supplying any water for garden purposes. At the time of signing, a Stage 4 curtailment is in place and continues until further notice. A Stage 4 curtailment means all outdoor nonessential water use shall be prohibited. Disregard for this policy shall be sufficient cause for immediate interruption or termination of water service.

The Landowner agrees that no other past, present, or future source of water will be connected to any water lines served by the District's waterlines and will disconnect from the present water supply prior to connecting and switching to the District's system and shall eliminate their present or future cross-connections in the Landowner's system.

The Landowner shall connect the service lines to the District's water meter and shall commence with water services from the new system on the date the water is made available to the Landowner, by the District. At that time, Water charges and Service Fees to the Landowner shall be billed at the new rate. Landowner understands the current water distribution system will be abandoned on the date service is made available in the new system whether the Landowner connects to the new system or not.

It is expressly understood and agreed by the parties hereto that any balance remaining from an existing account will be carried over to their new piped water account and the District Policies and Procedures will apply. If the Landowner has a delinquent account, a deposit may be required, in addition to any other fees, prior to establishing service.

The Landowner agrees to comply with and be bound by the Policies and Procedures of the District, now in force, or as hereafter duly and legally supplemented, amended, or changed. The Landowner also agrees to pay for water and other fees at such rates, time, and place as shall be determined by the District, and agrees to the imposition of such penalties for noncompliance as are now set out in the District's Policies and Procedures, or which may be hereafter adopted and imposed by the District.

At the time of signing, the fees for Small Meters are \$0.021 cents per gallon of water up to 6,000 gallons and \$0.08 cents per gallon for 6,001 gallons to 10,000 gallons and \$0.45 cents per gallon over 10,000 gallons and a \$70.00 monthly base service fee. Large Meters are \$0.10 cents per gallon of water up to 10,000 gallons and \$0.11 cents per gallon for 10,001 gallons to 15,000 gallons and \$0.12 cents per gallon over 15,000 gallons and a \$150.00 monthly base service fee. Rates are determined by meter size; and the Service fee is billed whether water was used or not. Due to the current water shortage, accounts that exceed 12,000 gallons per month are subject to an Excess Use Fee of \$500. These fees are subject to change without prior notice. See Policy and Procedures for more information.

The failure of a customer to pay water charges and other fees duly imposed shall result in the automatic imposition of the following penalties:

1. Nonpayment prior to the past-due date shall be subject to a late penalty, set by the District in its rate schedule.
2. Nonpayment after thirty days from the past-due date may result in the water being shut off from the Landowner's property.
3. In the event it becomes necessary for the District to shut off the water from a Landowner's property, a fee set by the District in its rate schedule will be charged for a reconnection of the service and possible deposit.
4. Landowner must come into compliance with this agreement and all District bylaws, rules and policies, and pay all amounts due, including any additional fees before the suspension is ended.
5. If the account is delinquent more than ninety (90) days, the Landowner is subject to attorney fees and all costs associated with the collection of the duly imposed fees, and may result in a lien against the Landowner.

Landowner agrees they have received and understands the District Policies and Procedures and have executed this agreement this _____ day of _____, _____.

Landowner(s)

Maricopa Mountain Domestic Water Improvement District
District Representative