

**TRANSFER 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 through the current self-serve Standpipe system to pre-enrolled accountholders 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.

Landowner agrees to pay the nonrefundable Service Connection Transfer Fee of \$250/\$350, for the existing small/large metered Piped Water Account, associated with the above referenced property, for the privilege to purchase water to be distributed to the above property, once the piped Distribution System is completed.

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 all the Landowners, 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 outside watering purposes by particular Landowners and require adherence thereto or may prohibit the use of water for outside 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 inside domestic purposes before supplying any water for outside domestic livestock purposes and must satisfy all the needs of all Landowners for both domestic and livestock purposes before supplying any water for domestic garden purposes. Watering trees, filling swimming pools, and stock tanks is prohibited during a water shortage.

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 effective piped water rate.

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, no fees will be charged for the piped water account until the piped water project is completed with water available at the customer meter. The fees and rates will be determined for the piped water prior to the completion of the improved infrastructure project. Rates and fees will also be determined by meter size; and 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 and are subject to change without prior notice:

1. Nonpayment prior to the past-due date shall be subject to a late penalty and/or an interruption in service. Additional fees may apply as set by the District in its rate schedule.
2. Nonpayment ninety (90) days from the past-due date may result in the cancelation of the water service.
3. In the event it becomes necessary for the District to interrupt and/or cancel water service from a Landowner's property, a fee set by the District in its rate schedule may be charged for a reconnection and/or reestablishing 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 restoring service.
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 understand the District Policies and Procedures and have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Landowner(s)

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Maricopa Mountain Domestic Water Improvement District  
District Representative