

Chandler Heights Citrus Irrigation District
P. O. Box 9038
Chandler Heights, Az. 85127
Office Phone 480-988-2731

IRRIGATION WATER SERVICE AGREEMENT

Effective Date _____

Name _____ Spouse Name _____

Service Address _____ Phone Number _____

Mailing Address _____

| | | | |
|-------|--------|------------------|--|
| Owner | Renter | Deposit required | |
|-------|--------|------------------|--|

Account Number _____

Prepayment of Irrigation Charges: All irrigation water is delivered on a prepaid basis based upon the rates set forth in the District’s Rules and Regulations. Water will be delivered only to eligible properties, on an as-available basis, and only if and to the extent sufficient funds are on deposit in the user’s account to pay for the irrigation water to be received.

Note: ***Before erecting any fences or other structures, call Blue Stake at 602-263-1100 to request a blue stake of district lines or easements. A completed Blue Stake must be on file in the office before construction begins.***

AGREEMENT

I, the undersigned, hereby make application to the Chandler Heights Citrus Irrigation District (“District”) for irrigation water service. I agree to be bound by and abide with the current Rules and Regulations adopted by the District, including any amendments thereto, and those Rules and Regulations are incorporated herein as terms of this Agreement by this reference. A copy of the District’s Rules and Regulations has been provided to me and are available at the District’s offices. I agree to pay for such services at regular published rates and in accordance with Rules and Regulations that may from time to time be adopted by the District. I agree that duly authorized agents and employees of the District shall have access to my premises at all reasonable hours for the purpose of installation, maintenance, or removal of meters and/or other equipment or pipelines owned or utilized by the District, as well as for accessing other properties for District business. I further agree to defend, indemnify, and hold the District harmless for any claims, real or alleged, for loss or damage to property of persons arising out of the delivery of service beyond the point of deliver of irrigation water to my property. I agree to give the District prompt notice when I cease to occupy said premises and I want service discontinued. In the event of failure on my part to comply with the terms and conditions of this Agreement, any of the Rules and Regulations, I agree that the District or its

CHCID Rules and Regulations, Exhibit 2B

representative may discontinue service hereunder with the appropriate notice given (as set forth in the Rules and Regulations), and that such discontinuance will not constitute waiver of any claims against me for prior service rendered by the District. The District may also take such actions as are authorized under the law and in the Rules and Regulations, including without limitation, assessing fines, imposing penalties, recording liens against the property covered by this Agreement, removing offending structures and/or landscaping, and pursuing appropriate legal remedies, including injunctive relief.

Irrigation requirements: Property must be able to hold a minimum of 30 minutes of irrigation at 1600 GPM in order to receive irrigation from CHCID. Smaller parcels, i.e., less than 1 acre, depending on landscape design, may not be able to take 30 minutes of water. Owners should consult with CHCID in advance to ascertain whether they will be able to receive irrigation.

NEITHER I, NOR ANYONE ON MY BEHALF, SHALL TAKE ANY ACTION THAT INTERFERES WITH THE DISTRICT'S USE OF ANY OF ITS EASEMENTS OR MAINTENANCE OF ITS PIPELINES OR OTHER FACILITIES, NOR BUILD ANY FENCE, BUILDING OR OTHER STRUCTURE, ON OR IN ANY OF THE DISTRICT'S EASEMENTS. I FURTHER AGREE THAT NO BUILDING, FENCING OR LANDSCAPING WILL BE CONSTRUCTED, OR ANY OTHER OBSTRUCTION PLACED OVER ANY EASEMENT OR FACILITIES DEDICATED TO, UTILIZED BY, OR OWNED BY THE DISTRICT (*i.e.* Pipelines, water meters, valves, standpipes, ditches, laterals).

I have read and agree to the foregoing.

Applicant's signature: _____ **Date:** _____

(Printed name): _____

I have verified and copied account holders drivers license or I.D.

CHCID Witness _____ **Date** _____