WATER ACCESS AND USE AGREEMENT

For Fire Protection and Emergency Water Supply

This Water Access and Use Agreement (the "Agreement") is entered into as of **_____, 20____** (the "Effective Date"), by and between:

FIRE DISTRICT:

The Mescal-J6 Fire District ("District"), a political subdivision / fire protection district organized under the laws of the State of Arizona with its principal office located at 98 N. Oak Dr, Benson, AZ 85602

PROPERTY OWNER:

_____ ("Owner"), owner of certain real property located at _____ (the "Property"), which includes a privately owned water storage tank or cistern identified as follows: _____ (the "Tank").

District and Owner are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Owner is the lawful owner of the Property and the Tank situated thereon, which Tank has an approximate capacity of _____ gallons and is supplied by _____; and

WHEREAS, District is responsible for providing fire protection and emergency response services within its jurisdiction and desires the right to access and draw water from the Tank for firefighting, training, and other emergency purposes; and

WHEREAS, Owner is willing to grant District such access and use rights subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. GRANT OF ACCESS AND USE RIGHTS

1.1 Grant. Owner hereby grants to District, its officers, employees, agents, and authorized contractors a non-exclusive, irrevocable (during the Term) right and license to enter upon the Property and to access, connect to, and draw water from the Tank for the purposes of fire suppression, emergency response, firefighter training, equipment testing, and related public safety activities (the "Permitted Uses").

1.2 Access. District shall have the right to access the Tank twenty-four (24) hours per day, seven (7) days per week. The owner must install and maintain necessary pumps, fittings, adapters, or connection devices ("Connection Equipment") on or inline from the Tank.,

1.3 Priority of Use. In the event of an actual fire or other emergency within District's service area, District's need for water from the Tank shall take priority over Owner's non-emergency use. Owner agrees not to obstruct or interfere with District's access during such emergencies.

1.4 No Ownership Transfer. Nothing in this Agreement shall be construed as a transfer of ownership of the Tank, the water contained therein, or any interest in the Property, other than the limited license granted herein.

2. OBLIGATIONS OF DISTRICT

2.1 Careful Use. District shall exercise reasonable care in accessing and using the Tank and Connection Equipment. Owner must keep tank, water, pumps, and fittings affixed to tank so that in an emergency the District should ONLY have to hook it's 2 ½" hose for filling emergency apparatus.

2.2 Notification. Except in the case of an actual emergency, District shall provide Owner with reasonable advance notice (which may be oral or written, including by telephone or electronic means) of any planned use of the Tank for training or non-emergency purposes.

2.3 Restoration. Following any use, District shall, to the extent reasonably practicable, restore the area around the Tank to substantially the same condition as existed prior to such use, ordinary wear and tear excepted, and provided by the owner of the Tank.

2.4 Water Replenishment.

(a) District shall not be obligated to replenish water drawn from the Tank.

3. OBLIGATIONS OF OWNER

3.1 Maintenance. Owner shall maintain the Tank, pumps, and all connections in a serviceable condition and shall not intentionally disable, lock, or otherwise prevent District's access to the Tank or Connection Equipment, except as may be necessary for safety or maintenance (in which case Owner shall provide District with prompt notice).

3.2 No Warranty of Supply. Owner must provide for the continuous availability, quantity, and quality of water in the Tank.

3.3 Notice of Changes. Owner shall provide District with reasonable advance notice of any planned removal, significant modification, or permanent decommissioning of the Tank.

4. COMPENSATION

The rights granted under this Agreement are provided without any charge to the District. The Parties acknowledge that the availability of an additional water source enhances public safety and may possibly benefit the Property.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall commence on the Effective Date and continue for a period of 100 years, unless earlier terminated as provided herein. Thereafter, this Agreement shall automatically renew for successive one (1)-year periods unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

5.2 Termination for Convenience. Either Party may terminate this Agreement upon ninety (90) days' prior written notice to the other Party.

5.3 Termination for Cause. Either Party may terminate this Agreement upon thirty (30) days' written notice if the other Party materially breaches this Agreement and fails to cure such breach within the notice period (or immediately if the breach is not reasonably curable).

5.4 Effect of Termination. Upon termination, the license granted herein shall terminate.

6. LIABILITY, INDEMNIFICATION, AND INSURANCE

6.1 District Indemnification. To the extent permitted by applicable law, except to the extent caused by the negligence or willful misconduct of District. Proof of said negligence shall be provided.

6.2 Owner Indemnification. Owner shall indemnify, defend, and hold harmless District and its officers, agents, and employees from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or resulting from Owner's negligent or wrongful acts or omissions, or from the condition of the Tank or Property (other than conditions created by District), except to the extent caused by the negligence or willful misconduct of District.

6.3 Limitation. Nothing in this Agreement shall be construed as a waiver of any governmental immunity, liability limitation, or other protection afforded to District under applicable state law.

6.4 Insurance. District shall maintain, at its own expense, liability insurance (or self-insurance) covering its activities under this Agreement in amounts consistent with its standard practices for similar activities. Upon request, District shall provide Owner with evidence of such coverage.

7. GENERAL PROVISIONS

7.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to its conflict of laws principles.

7.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements relating thereto.

7.3 Amendments. This Agreement may be amended only by a written instrument signed by both Parties.

7.4 Notices. All notices under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or email (with confirmation of receipt) to the addresses set forth below (or such other address as a Party may designate in writing):

To District: Mescal-J6 Fire District; 98 N. Oak Dr. Benson, AZ 85602

Email / Phone: info@mescalj6fd.gov/ 520-586-4690

To Owner: _____

_____

Email / Phone: _____

7.5 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7.6 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

7.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

7.8 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and their permitted successors and assigns. Nothing herein shall confer upon any other person or entity any legal or equitable right, benefit, or remedy.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

DISTRICT:

Mescal-J6 Fire District

By: Edward Nied, on behalf of Mescal-J6 Fire District Board (see October 28, 2026 minutes for board approval of document and charge to Fire Chief to execute individual agreements).

Name: Edward Nied

Title: Fire Chief

Date: _____

OWNER:

_____

By: _____

Name: _____

Title (if applicable): _____

Date: _____

NOTARY BLOCK

State of _____

County of _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

_____

Notary Public

My Commission Expires: _____