

**AGREEMENT
BETWEEN PARTIES
FOR FORECLOSURE ABATEMENT**

THIS AGREEMENT is executed on _____, 20____ by
and between CALAVERAS COUNTY WATER DISTRICT, a California
special district, hereinafter called DISTRICT, and
_____, hereinafter called OWNER(S).

IT IS MUTUALLY AGREED by and between DISTRICT and OWNER(S)
as follows:

- A. Owner(s) represent and fully warrant that he/she/they are the full legally deeded Owner(s) of said property.
- B. This is a one time courtesy per legally deeded Owner.
- C. This Agreement must be notarized.
- D. Owner(s) must give District the Foreclosure Abatement request in writing and provide proper documentation from lending institution that Owner(s) are in default and/or legal notice of the foreclosure process.
- E. Owner(s) must bring account current and pay current lock off fee before meter will be locked and turned off.
- F. Once the District receives Owner(s) written request, proper documentation, Owner(s) account has been brought current and Owner(s) have signed and notarized this Agreement, Owner(s) meter will be locked off and will not be responsible for any fees, charges or penalties during the Foreclosure Abatement Agreement period, unless noted herein under sections H, I, and K.
- G. Owner(s) will be subject to their meter being locked off for a minimum of two (2) months and a maximum of six (6) months as a part of this Agreement.
- H. If Owner(s) wish(es) to opt out of the Agreement prior to the two (2) month period, the Owner(s) will immediately become liable for the monthly water and wastewater services and consumption charges that would have been billed during the Foreclosure Abatement period and the Agreement, with the District, for Foreclosure Abatement will be null and void.
- I. If the Owner(s) are still the legally deeded Owner after six (6) months from the signed Agreement date, automatic termination of this Agreement will occur and monthly service and consumption charges will be reinstated, making you immediately responsible for all fees including a restoration fee.

- J. If a new legally deeded Owner is recorded on the property, through the Calaveras County Recorders Office, during the Foreclosure Abatement Agreement, the Agreement will be immediately terminated and the new Owner will be responsible for all normal fees and charges associated with being a new Owner through the District.
- K. If any District facilities are found to be in use by any means (including a cut lock on Owner(s) meter), during such time as service has been in Foreclosure Abatement, you will immediately become liable for the monthly water and wastewater services and consumption charges that would have been billed during the Foreclosure Abatement Agreement period and the Agreement, with the District, for Foreclosure Abatement will be null and void.
- L. It is the sole responsibility of the Owner(s) to contact the District if any changes occur that will effect this Agreement.

I/We, as Owner(s) of said property, agree to abide by the following Agreement and to abide by and conform to the rules and regulation of CALAVERAS COUNTY WATER DISTRICT governing the Application of Service Rates and Billing and the Distribution and Sale of Water and/or Wastewater Services as now in effect or hereby adopted by the Board of Directors of said CALAVERAS COUNTY WATER DISTRICT.

Physical Address of Property in Foreclosure

Owner

Date

APN (Parcel)

Owner

Date

APN (Parcel)

CALAVERAS COUNTY WATER DISTRICT

General Manager

Signatures must be Notarized