

# Main Line Water Extension Agreement

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between

LITTLE THOMPSON WATER DISTRICT, hereinafter called the "District" and \_\_\_\_\_,

hereinafter called "Customer", is upon the following terms and conditions, to-wit:

1. The District is organized as a special district under laws of the State of Colorado serving treated water within the District as may now be established, or as hereinafter established. The Customer is either a taxpaying elector within the District, or desires to receive water service and to join the District.
2. The Customer desires to obtain water service for the "Property" described in this Agreement.
3. The Customer shall pay for and provide all water mains either within or without the boundaries of the District in order to provide water service to the Property; but the District must approve construction by the Customer, or the Customer's contractor, upon terms approved by the District.
  - A. Prior to commencement of construction and installation, the District must approve such construction by the Customer, or the Customer's contractor by a written agreement providing for the terms of such installation, including requirements that the materials used shall meet all standards of the District and that provides for inspection by the District of the construction of such water mains. The cost of all construction, labor and materials shall be paid by the Customer. The Customer shall reimburse the District for any and all costs and expenses incurred by the District due to subsequent changes by the Customer which may be approved by the District in writing.
  - B. If the installation is constructed by the Customer, or the Customer's contractor, the Customer shall transfer all right, title and interest in and to the facilities installed as well as all easements and appurtenances and other necessary property rights to the District by good and sufficient assignment or bill of sale or general warranty deed. Such transfer shall be made free and clear of all liens and encumbrances, and the Customer shall furnish sufficient evidence of title or a "Form 100" title policy if required by the District. The Customer shall furnish mechanic's lien releases or a good and sufficient performance and payment bond pursuant to the Colorado Mechanic's Lien Law in order to insure that all construction costs have been paid in full. All labor and materials shall be warranted for defects of any kind by Customer and Customer's contractor for one year from the date of acceptance of such facilities by the written acceptance of such facilities. The District, upon receipt of the documents of transfer and evidence of title, shall consider whether to accept or reject the installation. If the Customer has complied with this Agreement and all other conditions precedent to the acceptance of the facilities, the District shall approve and accept the transfer and shall thereafter assume operation and maintenance of the lines. In no event shall the District assume ownership, operation or maintenance of any installation on the service side of the metering installation for the Property.
4. The District will provide service in accordance with its rules and regulations and line extension policies as now adopted or as may be hereafter adopted or amended by the District. The Customer shall commence payment of established rates of the District, including minimum fees, on the date of installation of a tap and water is available for use at the tap.
5. The District, pursuant to the terms of this Agreement, will only be obligated to serve the tap size shown on this Agreement.
6. The terms of this Agreement shall apply to the Property described herein, and the taps hereinafter provided may be used only upon said Property. The parties hereto agree that this Agreement shall be treated as personal property and not real property.
7. The Customer shall provide the District with an accurate copy of the final plat of the Property to be served by the District. If the plat must be approved by the County Commissioners, then a recorded copy of the plat with the Clerk and Recorder of the Colorado County in which the development is situated must be provided to the District.
8. Customer hereby grants to the District the right to enter upon the land of the Customer and on the Property as herein described to construct, operate and maintain the facilities herein described, together with the full right of ingress and egress, and to cut and trim trees and shrubbery to the extent necessary. The Customer, at Customer's sole cost and expense, shall obtain and convey to the District all easements required by the District, and the District shall not be responsible for any delay in providing service in the event of failure to provide such easements. Furthermore, failure to provide easements required by the District will cause this Agreement to become null and void and of no further force and effect, and the Customer shall forfeit all money or rights theretofore transferred to the District.
9. If treated water cannot be served by the District because of acts of God, governmental authority, action of the elements, accident, strikes, labor trouble, inability to secure materials or equipment, or any cause beyond the reasonable control of the District, the District shall not be liable therefore or for damages, costs or expenses caused thereby.
10. Water service shall be provided to Customers located within the Property at the District's applicable rates, and upon terms and conditions now in effect or at the rates and under the terms and conditions as may be hereafter be adopted by the District and upon the rules and regulations as now established or as may hereafter be established by the District. No water service may be obtained except upon property included within the boundaries of the District. Customer agrees that no other person shall be permitted to use water provided by the taps herein described.
11. In the event that construction of the water mains is not completed by the Customer or the Customer's contractor on or before 2 years from the date of this Agreement, then this Agreement shall become null and void. Customer shall pay all expenses incurred by the District as a result of Customer's failure to construct or complete the water mains.
12. Customer shall provide water rights to the District in accordance with District policies, rules and regulations.
13. The District agrees to allow installation of the number of taps hereinafter provided within the Property. No taps will be served by the District until all of the terms and conditions of this Agreement have been fulfilled by the Customer, including, but not limited to, the transfer of water rights. The taps may not be used on any property other than that described herein without the express prior written consent of the District to such transfer. Customer may not encumber, mortgage or collaterally assign the taps without the prior written consent of the District thereto. In all other respects the taps or water rights credit shall be treated as personal property.

14. Because installation of certain facilities to the Property may benefit property owned by other customers of the District, the District may pay tap rebates to the Customer upon receipt of a fully paid tap fee from another party to serve property not included within the Property. These tap rebates will be paid in accordance with the District policies, rules and regulations as may be amended from time to time and the Customer should familiarize themselves with such policies, rules and regulations, as may be amended. The parties hereto agree that such tap rebates will be made for a period of time set forth below ("Rebate Time Period"). If no Rebate Time Period is set forth below, such Rebate Time Period shall be 5 years from the date of this Agreement. Upon expiration of the Rebate Time Period, the District shall have no further obligation to make refunds. The total amount of the tap rebates will not exceed the Customer's cost for the improvements.
15. The Customer agrees to abide by all rates established and policies, rules and regulations of the District as now established or as may hereafter be established by the District. Customer hereby acknowledges that such rates, policies, rules and regulations of the District are subject to change at any time without notice to Customer or any other person or entity. District shall not be liable for any injury or damage for failure to deliver water for any reason including but not limited to war, riot, insurrection, Act of God, or breaks or failure of the water system.
16. No agent or representative of the District has the power to amend, modify, alter or waive any provisions of this Agreement. Any promises, agreements, or representations made by any agent or representative of the District not herein set forth shall be void and of no further force and effect.
17. The Customer understands and agrees that all amounts due under the terms of this Agreement, as well as all fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District constitute a perpetual lien on the Property herein described, and that such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanic's liens. §32-1-1001(1)(j), C.R.S., as amended. In the event Customer fails to abide by any of the terms or conditions of this Agreement, Customer agrees to pay all fees, costs and expenses incurred by the District as a result of the breach including, but not limited to, direct and consequential damages, loss of revenue, attorneys fees, court costs, expert witness fees and any and all other expenses.
18. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto. Except as provided herein, the Customer may not assign all or any part of any interest in the Agreement to any person.

IN WITNESS WHEREOF, the parties hereto have set their signatures the day and year first above written.

LITTLE THOMPSON WATER DISTRICT

CUSTOMER

By: \_\_\_\_\_

By: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

1.) Real Estate Description for Agreement ("Property"): \_\_\_\_\_

2.) Commitment Letter attached  Yes  No

3.) Individual Tap Rebate Amount: \$2500

4.) Rebate Time Period: 5 years.

5.) Line Connection Fee: 10% of ?????.

6.) Tap Size: 5/8 x 3/4 inches.

7.) Number of taps to be installed: \_\_\_\_\_.

8.) Plat Provided?  Yes  No

9.) Project Name: \_\_\_\_\_