

AGREEMENT FOR WATER SERVICE

This agreement made this 27th day of June in the year 2023, between the City of Florence, Colorado ("City"), and ("Applicant");

Name: Fremont County Phone Number: 719-276-7300

Address: 615 Macon Avenue

City, State, Zip Code: Canon City, Colorado 81212

For a portion of land legally described below as: See Attachment A

Number of Units: _____

Property Type: Single-Family Residential Multi-Family Residential

Hotel/Motel Mobile Home Park Commercial

Other (please explain) _____

Property Address: 6655 State Hwy 115 Florence, Colorado 81226

NOTICE

All fees must accompany this agreement at the time of application to receive governing board action or consideration for approval.

RECITALS

- A. The City operates, for the benefit of the residents of the City and certain extraterritorial users, a water treatment and distribution system.
- B. Applicant has submitted an application for Water service that is considered inside (x), outside (x) the city limits. If out of city limits, Union Ditch share(s) and City Council approval are required.

City and Applicant, in consideration of the covenants hereinafter set forth, agree as follows:

SECTION ONE APPLICANTS OBLIGATION

The Applicant agrees to comply with all municipal ordinances and resolutions pertaining to water and/or water service provided by the City of Florence, including, but not limited to, Title 13 of the Florence Municipal Code.

- A. Applicant agrees that when the above described property to be served with water, in accordance with this agreement, is legally able to be annexed to the City under the laws of the State of Colorado and at such time as the City Council of the City desires to annex said property, the City Clerk of Florence is hereby irrevocably appointed by the Applicant as his or her attorney in fact to petition the City for such annexation. Applicant shall pay all annexation costs, including, but not limited to, mapping, title work, recordation and publication cost, as determined by the City.
- B. Upon the creation of any streets or public ways upon the above described property to be served with water, in accordance with this agreement, applicant agrees to dedicate, or by any other means appropriate, convey to the proper political body such streets or public ways, and further agrees that all such streets or public ways shall be located and constructed so as to conform to the City's major thoroughfare plan (i.e. width of right of way, roadway and lane; grade; construction standards; and intersection spacing).

- C. Full and complete access to the water line and all related equipment at a reasonable hour within the property limits owned by the Applicant noted in the preceding paragraphs.
- D. Payment of an initial tap fee/rate of \$ 48,721.32 for an 2" inch service and in addition 26 Shares of the Union Ditch.
- E. Monthly debt service fees for this tap shall begin immediately following the approval of this agreement, even if the physical tap has not been performed.
- F. Payment of installation fee for material costs for the metering device, main tap materials, meter pit, installation, and required fittings will be payable in full at the time application for water tap is presented for approval.
- G. All charges for water sold and delivered to the applicant shall be assessed as provided by applicable Ordinance or Resolution as duly adopted by the Florence City Council from time to time.
- H. The water tap applied within this agreement for water service shall run with the land described herein and shall not be assignable to any other parcel or to an owner of any other parcel.
- I. The Applicant will hold harmless the City for any damages due to the pressure changes, lack of supply, or quality.
- J. The Applicant warrants that applicant is the owner of the property to be served by the tap applied for herein and as described herein above.
- K. The terms, conditions and covenants of the within agreement for water service constitute covenants, which run with the land and shall supply to and bind any party who hereinafter acquires an interest in the hereinabove described real property.
- L. The Applicant must request the physical connection in writing by completion of the form attached to this agreement, and such physical connection of water service must be performed within 180 days of this agreement, or this agreement becomes null and void. All fees paid before the date that this agreement becomes null and void will be refunded less \$100.00 for the City administration costs.

SECTION TWO CITY'S OBLIGATIONS

- A. Upon receipt of full payments noted in Section one, and approval of the governing Board of the City, a 2"inch tap will be performed by the City employee's, or representatives. In addition, a City Approved metering device will be installed at a location upon or approximate to the boundary line of the above-described property with provisions for the Applicant to connect the required service line.

The City will be responsible for reading the metering device, on a monthly basis, for billing purposes.

SECTION THREE CHANGES

No Change or variation from the terms and conditions of this agreement may be made by the Applicant without the prior written authority of the City through its Governing Board.

SECTION FOUR TERMINATION OF AGREEMENT

If applicant or applicant's permitted successors fail to comply with any of the terms, conditions or covenants of the within agreement, if a health hazard is detected, another 'tap' is performed without the consent of the City, or any other violation of Title 13 of the Florence Municipal Code and/or Colorado State Ordinances and Regulations is determined to have occurred, this agreement may be terminated at the sole discretion of the Florence City Council.

In witness whereof, the parties execute this Agreement the day and year first above written. (Must be signed in the presence of a Notary)

For the Applicant(s) _____

State of Colorado)
 S.S.
County of Fremont)

On this day of _____, 20____, before me appeared, _____, whose identity was proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she) (they) executed the same.

Notary Public
My Commission Expires on _____

For the City of Florence

City Manager or Assignee

AGREEMENT FOR WATER SERVICE – PHYSICAL CONNECTION REQUEST

I / We Fremont County (“Applicant”) request that a physical connection to the Regional Water System be performed in accordance with the signed agreement that has been approved and/or acted upon the Florence City Council.

I / We agree and understand that an additional fee for the metering device, curb stop, fittings, service line and any other appurtenances necessary to make connection from the main to the metering location is payable by the applicant prior to the physical connection to be performed by the City of Florence.

I / We agree that an install fee in the amount of \$ 6,085.20 is tendered with this request for physical connection to guarantee payment of the above noted service and/or materials to be used/installed by the City of Florence.

I / We understand that the service line from the metering pit location to the point of use within the structure, complete with shutoff valve within the structure, is our responsibility to install per the specifications set forth by the City of Florence and will allow inspection of this owner’s service line prior to covering the same.

I / We further agree that the water will not be ‘turned on’ until inspection and such fees are paid in full.

(Applicant) Date physical inspection is requested: June 28, 2023

Signed the ___ day of _____ in the year _____.

“Applicant”

Note: Please return this signed form to: Florence City Hall, 600 West 3rd, Florence, Colorado 81226.

Office use only:
Date received:
Work Order issued:

DRYUP COVENANT AND AFFIDAVIT

THIS DRYUP COVENANT AND AFFIDAVIT, made this ____ day of _____, 20__, between _____ (herein "Seller") whose address is _____, and (City of Florence) (Town of Coal Creek) (Town of Williamsburg) (Town of Rockvale) (strike as appropriate, whose address is _____ (herein "Municipality") ;

WITNESSETH:

THAT the Seller, for good and valuable consideration has sold to Municipality the water rights and other interests represented by ____ shares of stock in the Union Ditch and Water Company , a Colorado non-profit corporation

WHEREFORE, in consideration of the purchase price or other consideration for the acquisition of said shares by Municipality, receipt and sufficiency of which consideration is specifically acknowledged, Seller covenants and states as follows:

1. Seller acknowledges that the above-described water rights will be used by Municipality for municipal water supply purposes and that Municipality will have to establish that the said water rights will no longer be used to irrigate the historically irrigated area.
2. Seller is the owner of the following described real property upon which the said water rights have been historically used: (insert legal description by section, range, and township or lot, block, and subdivision, or attach copy of legal description)

(herein referred to as "the Property").

3. Seller agrees and covenants that the property shall not be irrigated in the future by Union Ditch water except through the use of water purchased from and delivered through Municipality's municipal water system or pursuant to further water court proceedings . This restrictive Dryup Covenant shall attach to and run with the Property and shall be binding, not only upon the Seller but also upon the Sellers successor's assigns, and any other persons or entities which require an ownership or leasehold interest in all or a portion of the Property in the future.

4. Seller has resided in the Florence, Colorado, area since _____, and has personal knowledge that the water represented by the said shares of stock in the Union Ditch and Water Company has been used continuously since _____ to irrigate approximately _____ acres of _____ (here describe lawns, gardens, or type of crop) and that the area so irrigated is the following land located in Fremont County, Colorado, to wit (here describe by section, range, and township ; lot, block, and subdivision; or attached copy of legal description)

Signed, acknowledged and verified the date above written

STATE OF COLORADO)

)ss.

COUNTY OF FREMONT)

The above instrument was acknowledged, and verified under oath by _____ before me on this _____ day of _____, 20____.

WITNESS my hand and official seal:

My commission expires: _____.

Notary Public