

## **Domestic Water Service Connection Fee Allocation Agreement**

This Agreement is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, owner of property located at \_\_\_\_\_, \_\_\_\_\_, Colorado \_\_\_\_\_ (Owner) whose address is \_\_\_\_\_, and the City of Aurora, Colorado, a Colorado municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise, whose address is 15151 East Alameda Parkway, Suite 3600, Aurora, Colorado, 80012 (Aurora).

### **Recitals**

WHEREAS, the Owner is the owner of a certain lot or parcel of land situated in the county of \_\_\_\_\_, State of Colorado, to-wit: Subdivision \_\_\_\_\_, Filing \_\_\_\_\_, Lot \_\_\_\_\_, and Block \_\_\_\_\_.

WHEREAS, the service connection fee for providing water to the property is defined in Section 138-221, Aurora City Code.

NOW, THEREFORE, in consideration of the covenants and promises which is hereby acknowledged, Aurora and Owner agree as follows:

1. Owner has applied for a water service connection allocation owed to Aurora for the service connection fees to provide water services to the property as defined in Section 138-221 of the Aurora City Code.
2. Owner has submitted their civil construction plan for the property, and the General Manager of Aurora Water or Designee has approved the application for a commercial water service equal to or greater than two inches (2") in diameter based on the approved plan.
3. Owner agrees that the annual water allocation for purposes of payment of the service connection fee shall be \_\_\_\_\_ gallons per day (\_\_\_\_\_ gallons/year).
4. Owner must provide signed document prior to approval of civil construction plans.
5. Owner, for itself, its heirs, successors and assigns, agrees and acknowledges that it will be charged and billed a capital recovery fee pursuant to City Code Section 138-221 for any water usage that exceeds the annual water allocation as defined in Paragraph 3 above for each year.
6. Undersigned Owner and each new owner, may have the opportunity to submit an application to increase the water allocation for the property as established in City Code Section 138-221. If approved by the General Manager of Aurora Water or Designee, Owner will be required to pay the water service connection fee based on the requested increased water allocation of the parcel. Water service connection Fee = increased usage (in gallon per day) multiplied by the Water service connection fee in effect at time of the request pursuant to City Code 138-221.

7. Owner must provide a copy of this Agreement to any new owner before the transfer of the property ownership and shall provide proof of such to Aurora Water.
8. Aurora Water will not issue any refunds on any paid amount for the service connection fee.
9. This Agreement shall be recorded with the Clerk and Recorder of \_\_\_\_\_ County, and shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors, and assignees of the parties hereto.

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

CITY OF AURORA, COLORADO,  
ACTING BY AND THROUGH ITS  
UTILITY ENTERPRISE

\_\_\_\_\_  
Marshall P. Brown, General Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM FOR AURORA:

\_\_\_\_\_  
Christine McKenney  
Client Group Manager  
City Attorney Office

\_\_\_\_\_  
Date

STATE OF COLORADO    )  
  ) ss  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by Marshall P. Brown, General Manager, acting on behalf of the Utility Enterprise of the City of  
Aurora, Colorado.

Witness my hand and official seal. \_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(SEAL)

OWNER:

\_\_\_\_\_ )  
Print Name and Title

\_\_\_\_\_ )  
Signature

\_\_\_\_\_ )  
Date

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

) ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, \_\_\_\_\_, acting on behalf of the  
\_\_\_\_\_.

Witness my hand and official seal. \_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

(SEAL)