

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

This Agreement, is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ located at \_\_\_\_\_ (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, larger than 32,670 square feet, and situated in the county of \_\_\_\_\_, State of Colorado, to-wit: Subdivision \_\_\_\_\_, Filing No. \_\_\_\_\_, Lot \_\_\_\_\_, and Block\_\_\_\_\_.

WHEREAS, the service connection fee for providing water to the property is defined in Section 138-221 of the 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 an adjusted lot size calculation for purposes of calculation and payment 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 landscape plan for the property, and the Director of Aurora Water or Designee has approved the application for an adjusted lot size based on the landscaped areas.
3. Owner agrees that the annual water allocation for purposes of payment of the service connection fee shall be \_\_\_\_\_ gallons per year.
4. 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.
5. Undersigned Owner and each new owner, may have a one time opportunity to submit an application to increase the water allocation for the property. If approved by the Director of Aurora Water or Designee, Owner will be required to pay the outdoor service fee based on the increased square footage of the landscaped area. Outdoor Fee = (increased square footage on the landscaped area) x .016538 x \$60.75).
6. 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.
7. Aurora Water will not issue any refunds on any paid amount for the service connection fee.

8. 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)

