

APPENDIX “B”

MAIN EXTENSION AGREEMENT

This Agreement is made this _____ day of _____, 20_____, by and between the

KREMMLING SANITATION DISTRICT (District)

and _____ (Developer).

WITNESSETH:

WHEREAS the Kremmling Sanitation District, a quasi municipal corporation, is a sanitation district organized and existing under and by virtue of the laws of the State of Colorado; and

WHEREAS the Developer intends to develop that certain real property more particularly described as _____ (Exhibit A attached hereto and incorporated herein by reference), which said property Developer intends to subdivide, improve and sell all or a portion thereof; and expects to obtain sewer service for said property from the Kremmling Sanitation District.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the parties hereto agree as follows:

1. Main Extension Construction. The Developer shall construct, at its sole cost and expense, the sewer main extension from its property to the District’s existing sewer main located at Manhole _____.

2. District’s Standards.

A. The Developer shall, at its expense, employ a licensed professional engineer to design such main extension as shall comply with the Rules and Regulations of the District and to furnish such drawings therefor from which an appropriate extension main can be laid which will connect the real property described above to the District’s sewer main at the point described above.

B. The plans and specifications for such extension shall be submitted by the Developer to the District for its approval before construction bids are awarded for such sewer main extension. The District agrees to promptly review such plans and specifications. The Developer shall pay all costs for review of said plans and specifications by the District. Upon the approval by the District, the Developer may seek construction bids for such extension, and all subsequent construction shall be in strict conformance with said plans and specifications. Any subsequent modifications to the plans and specifications shall be submitted to the Wastewater Superintendent for approval before such modifications are undertaken, and such modifications shall be reviewed and approved or disapproved in a reasonable length of time but not to exceed thirty (30) days.

C. The Developer agrees to engage a competent, bonded contractor to build the extension in accordance with the plans and specifications as described above. The work in progress shall be open to inspection by the District at all times.

D. The Developer agrees to require the contractor to provide a performance bond equal to the bid price of the project. The Bond shall remain in effect for one (1) year following the formal acceptance of the main extension. No construction shall begin until a duly executed copy of the bond is on file at the District office.

E. The Developer agrees to be responsible for furnishing “as built” drawings of the completed main extension to the District and to furnish the District executed copies of any and all easements and right-of-way agreements as, in the sole opinion of the District, are essential to enable it to maintain the main extension in the future. The Developer shall also cause the main extension to be conveyed to the District by Quit Claim Deed or Warranty Deed as the District may request.

3. District’s Rules and Regulations. The Developer and all persons ultimately receiving sewer service by means of such sewer main extension agree to be bound by these Rules and Regulations and the Bylaws of the District in effect at the time of the execution of this Agreement and as they may be subsequently amended.

4. Acceptance of Main Extension. Promptly after the Developer has paid for and discharged any and all obligations arising from its construction of the main extension, the District agrees to accept the main extensions upon finding that:

- A. The Developer has submitted acceptable “as built” drawings to the District for such main extensions.
- B. The main extension meets, in all respects, the requirements set forth in the sewer design and construction standards established by the District.
- C. The Developer has conveyed to the District such easements as are determined by the District to be necessary for the installation, construction, repair, maintenance and replacement of the sewer main extension.
- D. The Developer has conveyed the main extension to the District free and clear of all liens and encumbrances, properly described by certified survey.
- E. No physical connections for sewer service shall be made until the main extension has been accepted by the District.
- F. If a deeded sewer main runs under a driveway, private road, or landscaped area, the owner of the property shall be responsible for repair of damage incurred in these areas during the maintenance of said mains.
- G. Developer must stub sewer service, including but not limited to a service lateral, to a point established by the District.

5. Warranty of Workmanship and Materials. The Developer hereby warrants and guarantees to the District for a period of one (1) year from the date of acceptance by the District, all workmanship and materials performed in connection with or incorporated into the main extension. Developer agrees that it shall, at its sole cost and expense, correct all defects in materials and workmanship appearing in or resulting from the construction of the main extension to be performed by Developer under this Agreement.

6. Attorney, Engineering and Inspection Fees. It is understood that the District will incur legal, administrative, engineering and inspection costs associated with the main extension sought by the Developer. Therefore, prior to the commencement of construction of the main extension, the Developer shall deliver to the District a non-refundable payment in the amount equal to Two Dollars (\$2.00) per lineal foot of the proposed main extension. Such payment shall be applied by the District toward such costs. Any costs incurred over and above the \$2.00 per lineal foot shall be paid by the Developer prior to acceptance of main extension and connection of service.

7. Recording, Successors and Assigns. This Agreement shall run with the land and be binding upon and inure to the benefit of the heirs, administrators, successors, personal representatives and assigns of the parties hereto. The Agreement may be recorded with the Grand County Clerk and Recorder.

8. Governing Law. This Agreement shall be interpreted under the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year set forth above.

KREMMLING SANITATION DISTRICT

By: _____
President

STATE OF COLORADO)
) ss.
COUNTY OF GRAND)

Subscribed and sworn before me by _____ as President
of the Kremmling Sanitation District this _____ day of _____, 20_____.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

DEVELOPER

By: _____ Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF GRAND)

Subscribed and sworn to before me by _____
this _____ day of _____, 20_____.

Witness my hand and official seal.

My commission expires: _____.

Notary Public