

APPLICATION AND SERVICE AGREEMENT  
FOR WATER AND SERVICE CONNECTION  
AND TRANSFER OF OWNERSHIP

NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

Hereinafter called applicant, who shall be the owner of the property on which the water shall be used, does hereby apply to Tri-County Water Conservancy District, hereinafter called District, for the perpetual furnishing of water for domestic, commercial, industrial, stock watering and irrigation purposes through a meter and service connection, delivering water from the District water main on Road \_\_\_\_\_ situated in \_\_\_\_\_ County, Colorado, to lands described as follows:

(INSERT LEGAL DESCRIPTION BELOW AND ATTACH COPY OF DEED)

No fences or obstructions shall be constructed on or over the meter and the District's water main.

This application and service agreement is subject to all relevant provisions of the Water Conservancy Act (C.R.S. Title 37 Article 45) as amended, and the rules, regulations and operating policies of the District as they may be adopted or amended.

The applicant requests that a meter, suitable for the service connection desired, be installed on such connection, together with a suitable meter box and in accordance with the rules, regulations and operating policies of the District as the same be amended.

In consideration for the performance by the District of its obligations to furnish water, and install and maintain a meter, the applicant agrees:

(1) To pay the sum of \_\_\_\_\_ for the service connection and additional fees in the sum of \_\_\_\_\_ for \_\_\_\_\_ . Service shall serve 1 residential or business unit or dwelling as defined in District's operating policy.

(2) The District shall use the service connection fee for tap and meter installation. Any costs in excess of said amount shall be born by the applicant.

(3) The applicant further agrees:

(A) To provide and maintain his own facilities for the reception and use of water delivered from said meter.

(B) To assume all responsibility for damages arising from the breakage or leakage of the applicant's facilities including damage by water.

(C) To accept a minimum of 20 psi at the meter or such additional pressure as may be available and will provide his own facilities as may be necessary to maintain his desired pressure.

(D) To recognize that any fire hydrant located on the Tri-County Water system may not provide sufficient flows for fire protection purposes and hereby, releases the District from any liability due to inadequate fire fighting flows.

(E) To pay the current water rates of the District or such rates as may be established by the District.

(4) In the event there is a shortage of water caused by drought, inaccuracy in distribution, hostile diversion, prior or superior claims, or other causes not within the control of the District, no liability shall accrue against the District, or any of its officers, agents, or employees, or any of them for any damage, direct or indirect, arising therefrom, and the payment to the District provided for herein shall not be reduced because of any such shortage or damage. The District shall not be liable for any damage attributable to pressure fluctuations or loss of water caused by breakdown of facilities or transmission lines.

(5) Payments for water pursuant to this application and service agreement shall first become due at such time or times as the District by its rules, operating policies, and regulations, as amended, shall provide.

(6) As a part of the consideration for supplying water under this application and service agreement, the applicant, without further consideration, does hereby grant to the District rights-of-way to construct, install, and maintain all water mains and facilities necessary to provide service in the District, including, without limitation, the main distribution lines, service lines necessary to render service to the applicant, together with all weather vehicular right-of-way of ingress and egress to read and service the meter and appurtenances. Upon request of the District, the applicant will execute such easements or other instruments of conveyance necessary to establish such rights-of-way over and across the above described land owned by applicant. The District will use due diligence to prevent any damage to lands of the applicant resulting from such use.

(7) The monthly quantity of any individual user or group of users on any particular portion of the system may be regulated or prorated by the District if in its judgment the demand, in the light of the capacity of the District's system, requires such limitation or regulation of use.

(8) The right to use of water shall be forfeited and terminated for non-payment of any lawful charges, assessments, or installments, or for default or failure to comply with any order, contract or agreement for the purchase, lease or use of water, or for failure to comply with the rules, regulations, and operating policies of the District as amended.

(9) The applicant agrees that all charges accruing to the District by virtue of the application and service agreement shall be a lien upon the above described property. In the event of default by the applicant in the performance of any of the terms and conditions of this agreement, all amounts then owing or thereafter accruing to the District shall become immediately due and payable. In the event of the foreclosure of said lien by the District, the applicant agrees to pay the expenses incurred by the district including reasonable attorney's fees. In such event the applicant shall forfeit all right to service from this service connection and the fees paid for this service connection.

(10) If the service contemplated herein necessitates the extension of facilities of Tri-County Water, the conditions and provisions set forth in the rules, regulations, and operating policies of the District shall apply.

(11) The covenants and agreements in this application shall be binding upon the applicant, heirs, legal representatives, successors and assigns, and this application shall be binding upon the above described property as covenants running with the land.

I certify that I have received a copy of the foregoing agreement as well as a copy of the District's customer information sheet, that I have read and understand the terms of this agreement as well as the customer's information sheet, and agree to abide by all the terms and provisions stated therein.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
APPLICANT (OR NEW OWNER) AND  
OWNER OF LAND ABOVE DESCRIBED

I, hereby, transfer ownership of the above described water use right this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PREVIOUS OWNER

It is ordered that the foregoing application be approved. Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TRI-COUNTY WATER CONSERVANCY DISTRICT

\_\_\_\_\_  
Michael J. Berry