

## **BILL OF SALE AND AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_ day of \_\_\_\_\_, 2023 between the Fountain Sanitation District, a Special District (“the District”) and \_\_\_\_\_ (the “Developer”).

**WHEREAS**, Developer has constructed a sanitary sewer main in El Paso County, Colorado, and;

**WHEREAS**, Developer desires to connect said main line to the lines currently owned and operated by the District, and;

**WHEREAS**, the District desires to accept additional qualified lines into its system to promote the orderly and effective functioning of its sewage treatment operation.

### **NOW, THEREFORE, IT IS AGREED THAT:**

1. In consideration of the District’s permission to connect its sewer line to those of the District, and the District’s agreement to operate and maintain the sewer line, and other good and valuable consideration, Developer hereby sells, assigns, transfers and conveys to the District all its rights, titles and interests in the following described sewer main lying within public dedicated streets, alleys, rights-of-way or easements, the same being described as follows:

**(See Exhibit “A” [the “Sewer Line”]).**

2. Developer warrants and agrees as follows:

(a) The Sewer Line is constructed in accordance with all applicable regulations and specifications of the District, including without limitation, those contained in the Technical Sanitary Sewer Specifications effective October 1, 2008 and as amended November 13, 2013.

(b) The Sewer Line is free and clear of any and all encumbrances, including mechanic’s liens and claims for wages, trust or pension fund contributions, and any and all other claims.

(c) The Sewer Line is constructed in a workmanlike manner and in accordance with standards prevailing in the sewer line installation industry and is merchantable and fit for the purpose for which it is intended.

(d) The Sewer Line shall remain free of defects in labor and material for a period of **two (2) years** from the date of acceptance.

