

BILL OF SALE AND AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2024 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 May 9, 2018 and as amended February 8, 2024.

(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.

(e) Developer shall indemnify and hold harmless the District against any and all damages, costs, suits, demands, expenses, or any other claim of any type or variety whatsoever incurred by the District as a result of Developer's breach of warranty or representation herein, including reasonable attorney's fees and administration costs and expenses incurred by the District's Board of Directors.

(f) In the event of a breach by the Developer of the warranties and representations contained in the agreement, District agrees to give Developer written notice of breach whereupon Developer shall have thirty (30) days to cure said breach. If Developer fails to diligently undertake the correction of said breach within thirty (30) days, then the District shall be entitled to collect all costs incurred in connection with enforcing this agreement or in recovering its damages following a breach of this agreement, including any cost incurred into correct the breach itself, attorney's fees, engineering fees, accounting fees, court costs, and interest as provided by law. The developer agrees that any proceeding commenced to enforce this agreement or recover damages shall be commenced in El Paso County, Colorado.

Dated this ____ day of _____, 2024.

**Fountain Sanitation District
Carl Christian, President**

By: _____
(Developer)

STATE OF COLORADO)
) ss.
EL PASO COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____.

Witness my hand and official seal.

My Commission expires: _____

Notary Public