ORDINANCE NO. 5.08

AN ORDINANCE AUTHORIZING THE TOWN OF LARKSPUR TO ENTER INTO AGREEMENTS TO SUPPLY WATER SERVICE TO THE RESIDENTS AND WATER USERS OF THE TOWN OF LARKSPUR

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LARKSPUR, COLORADO:

SECTION I - PURPOSE

The Town of Larkspur, in order to promote orderly development, protect the health, safety and welfare of its citizens, and to construct a self-supporting water system for the benefit of the community is hereby authorized to enter into agreements with residents and other water users located within the Town of Larkspur for the purpose of providing water service to such residents and users.

SECTION II - AGREEMENT

The Agreement shall be in the form attached hereto and incorporated herein as Exhibit "A".

SECTION III - SEVERABILITY

Should any portion of this ordinance or any paragraph of the agreement attached hereto as Exhibit "A" be determined to be unconstitutional by a Court of competent jurisdiction, that portion or paragraph shall be determined to be severable and the balance of the ordinance or agreement shall remain in full force and effect.

SECTION IV - EFFECTIVE DATE

Ann Trueblood, Mayor Town of Larkspur

ATTEST:

Dean Sprigg, Town Clerk

Town of Larkspur

-	Publication Date:
	I hereby certify that the within Ordinance #was publis on the day of, 1983, in a newspaper of general circulat
	published in the Town of, County of Douglas, St. of Colorado.

AGREEMENT

THIS	AGREEMENT	is	made	and	entered	into	this		day	of
	nafter refe	T 3 83	bv ar	id bet	ween the	TAIMOT	UE IVD	מוזמטע	Calana	_1 _
of _				here	inafter :	eferr	ed to	as "Own	er".	<i>'</i>

WHEREAS. the Town is preparing to engage in the business of owning and operating a water supply system for all residents of the Town of Larkspur; and

WHEREAS, in order to finalize plans to construct said water supply, the Town must rely upon this Agreement by Owner to connect to the Larkspur water supply system and pay for the Town water service; and

WHEREAS, Owner is the owner of real property described as:

(See Exhibit "A" attached)

located near the proposed right-of-way of one of the Town's water lines and desires to obtain the right to connect to the Town's water supply system when it is constructed;

NOW THEREFORE, in consideration of the above and of the promises hereinafter set forth, the parties agree as follows:

The Town hereby agrees to sell and the Owner hereby purchases the right to connect to the Town's water supply system. as follows:

Owner hereby tenders \$ _____ (a minimum of \$5.00) in (partial) payment of the tap fee of \$100.00 for three-quarter inch tap service to be used for existing improvements on the above-described property. The balance owing of \$____ shall be paid according to terms of Owner's promissory note in favor of the Town due in full on or before May 14, 1985.

2. Owner understands and agrees that he must exercise the right to connect purchased under this Agreement, within thirty (30) days after the date that the Larkspur water supply system becomes operational. Owner agrees that if he has not connected to the municipal water system within thirty (30) days after the date that it becomes operational. Owner shall thereafter pay a monthly service charge of \$15.00. The system shall be deemed to be "operational" when the municipal distribution line, the meter, setter, and pit are completed on the users property, or on the property line. Extension of the service line from the meter is the responsibility of the user.

- 3. Owner understands and agrees that all rights obtained hereunder are appurtenant to the above-described property and are not transferable to any other location, but are transferable to subsequent owners of said property.
- 4. The decision whether to proceed or not with construction of the Larkspur water supply system will be made by the Town on or before May 14, 1984. In the event efforts to construct said water supply system are terminated at that time, all sums paid hereunder shall be returned to Owner, together with interest at the rate of 5% per annum.

Owner understand and agrees that notwithstanding this Agreement and payments made to the Town, all his rights hereunder shall terminate upon the Town's decision to abandon construction of the water supply system and the return of all sums paid hereunder by Owner plus 5% per annum interest during the period the Town has possession of said sums.

- 5. By the execution hereof. Owner represents and certifies to the Town that he is the fee simple owner of the above-described property.
- 6. The Town and Owner both understand and agree that proposed Ordinance #5.07 entitled an "Ordinance Regulating Water Services, Charges, Tap Fees, Development and Investment Fees" are incorporated herein by reference and all terms of this Agreement are subordinated to and governed by that Ordinance. Owner acknowledges that he has had an opportunity to review said Ordinance in its entirety prior to the execution of this Agreement.
- 7. Owner understands that the Town does not have any obligation to install water service lines beyond the meter pit. Installation of all service lines from the meter pit is the responsibility of Owner.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN OF LARKSPUR

By: Mayor	Owner
Attest:	
Clerk	

RECEIPT

. in	cknowledges receipt of \$ from (partial) payment of for
Exhibit "A" attached.	utilized on the property described in
	TOWN OF LARKSPUR
	By:

\$	Larkspur, Colora	do,	
o the order of	after date, for val the Town of Larksp	ur at the office	of the Town of
cent per annum, 198_;	payable in full or	n or before	
hereunder, the interest at the make any payment under any encumb the whole note to as principal. at and endorsers in protest, notice extension of timafter maturity. When due, or sui collection, included	t if this note is not principal and accruate of 12 per cent of principal or increase or agreement become due at once the option of the nereof severally we of non-payment and and if this note of is brought, agreeding reasonable attentic Trustee	ued interest three per annum and otherest when due securing this not on the interest holder of the not aive presentment of protest, and partial payments r interest there to pay all reaso orney's fees, and	eon shall draw that failure to or any default ote shall cause to be counted te. The makers for payment, agree to any before, at or on is not paid onable costs of if foreclosure

Due