



**CHEROKEE METROPOLITAN DISTRICT**  
6250 Palmer Park Blvd., Colorado Springs, CO 80915-2842  
Telephone: (719) 597-5080 Fax: (719) 597-5145

**CONNECTION AGREEMENT**

THIS CONNECTION AGREEMENT, ("Agreement") is made and entered into effective the date set forth below by and between the Cherokee Metropolitan District ("District") and the developer identified below ("Developer"):

Effective Date: \_\_\_\_\_

Developer: \_\_\_\_\_  
Name

\_\_\_\_\_  
Address  
\_\_\_\_\_

Developer's Engineer: \_\_\_\_\_  
Name

\_\_\_\_\_  
Address  
\_\_\_\_\_

Legal Description of Property to be served (Service Area):

Residential and/or Commercial covered by this Agreement:

Special Provisions:

WITNESSETH:

WHEREAS, Developer is the owner of the above described land located in El Paso County (hereinafter referred to as the "Service Area");

WHEREAS, the District is the owner and operator of a water distribution system and wastewater collection system serving customers in the Cherokee Metropolitan District and in certain adjacent areas; and

WHEREAS, the Developer desires for the District to provide water and wastewater management service for the Service Area on the terms contained herein and the District is willing to provide such services on such terms.

NOW, THEREFORE, in consideration of the promises and agreements herein contained, the District and Developer agree as follows:

1. Developer's Representations

The Developer represents as follows:

- a. Developer intends to construct a water system extension and wastewater extension described on Exhibit A attached and as shown on the Sketch Plan for the proposed development, said exhibits show the location and size of the proposed water and sewer lines, the location of water facilities including valves, fire hydrants, taps and appurtenances, wastewater facilities including manholes, taps, and appurtenances, if any, and the location and size of the water and sewer mains which are part of such Utility System Extension ("USE"), the number of residential and commercial taps to be served by the USE, the boundaries of the Service Area, the point of connection to the District's water and sewer system and the expected completion date.
- b. Developer has retained the engineer shown above to prepare plans and specifications for the USE.
- c. Developer has the financial ability to pay for the USE and other charges provided for hereby.
- d. Developer agrees to compensate the District for all costs incurred by the District directly related to the developer's project, which the District would not incur if the application for the USE had not been submitted to the District.

## 2. Developer's Preconstruction Agreements

The Developer agrees to perform the following prior to actual commencement of construction of the USE:

- a. Developer will present its final plans and specifications to the District for approval and obtain the approval thereof by the District. The Developer's plans and construction documents shall be in conformance with the District's Design Criteria and Construction Specifications as they may exist at the time of the submittal of the final plans and construction documents to the District. This review and any changes required by the District shall not give rise to any claim by the developer or third party, nor is any immunity under Colorado law waived.
- b. The Developer will reimburse the District for all reasonable and necessary costs incurred by the District in connection with this Agreement up through the time of the full execution and delivery of this Agreement and approval by the Developer's plans and specifications.

## 3. Developer's Construction Agreements

The Developer agrees to perform the following in connection with the actual construction of the USE:

- a. To construct the USE in accordance with the District's rules, policies and procedures, and regulations and Developer's plans and specifications as approved by the District which are applicable when the Developer begins construction.
- b. To furnish the District copies of all existing and future surveys, as-built drawings, and plans and specifications, both as proposed and as used in connection with the construction of the USE.
- c. To acquire and pay for all necessary easements and pay for all costs of material, labor, inspection, engineering and supervision (including inspection by the District) incident to said USE.
- d. To not bury any lines or connections until inspection thereof has been made by the District and required correction work, if any, performed.
- e. To not connect any service line to the USE until appropriate tap fees have been paid to the District, and the applicable water and wastewater easements have been conveyed to the District.
- f. To reimburse the District for all reasonable and necessary costs incurred by the District in connection with this Agreement up through the time of the District's Preliminary Acceptance.

#### 4. Developer's Agreements Relating to Operations

The Developer agrees as follows with respect to operations and maintenance of the USE:

- a. The Developer will operate and maintain the USE, at Developer's sole cost and expense, until the date of Preliminary Acceptance. The District shall operate and maintain the USE at Developer's sole cost and expense for two years following the date of Preliminary Acceptance and, at District's option, as long thereafter as Developer is in default under this Agreement. The District shall have the right to inspect the USE within the warranty period and request the Developer to make such repairs, at Developer's sole cost and expense, as the District believes to be reasonably necessary. Such repairs extend to and include all post construction work normally incident to the construction of a new water and/or wastewater system including compaction of the soil, streets, leaks and similar matters. Following the warranty period, the Developer by Bill of Sale will transfer the water and wastewater infrastructure to the District and provide a warranty deed for the easements. The District has sole discretion to decide who connects to the USE until the Bill of Sale is conveyed to the District.
- b. Upon request by the Developer, no sooner than two years after the Preliminary Acceptance, the District will assume responsibility for operation and maintenance of the USE.

#### 5. District's Agreements

The District agrees as follows:

- a. To provide and make available water and wastewater service to Developer in sufficient quantity for Developer to service the number of residential and/or commercial connection shown above in its Service Area pursuant to this Agreement.
- b. In the sole discretion of the District, to preliminarily accept the USE upon the date of its completion (the "Preliminary Acceptance"), provided, however (i) that at least one (1) single family residence, or the equivalent thereof, is then being served by the USE on a year-round basis, (ii) that Developer has constructed the USE in full compliance with the rules and regulations of the District, (iii) that Developer has constructed the USE in accordance with Developer's engineer's plans and specifications as prepared and/or approved by the District's engineers; (iv) that the USE has been sufficiently tested by actual use to show that it is operable and free of defects; and (v) that on said date Developer is not in default under any terms or provisions of this Agreement. The District shall inform Developer of the date of Preliminary Acceptance in writing.
- c. To finally accept the USE two (2) years from the date of Preliminary Acceptance, provided that on said date Developer is not in default under any terms or provisions of this Agreement.

## 6. Mutual Agreements

The parties agree as follows:

- a. After the Preliminary Acceptance of the USE, the District will reimburse to Developer all or a portion of Developer's USE Construction Cost by paying to Developer the following:
  - i. If, at the request of District, the Developer installs a larger water and/or sewer pipe for the USE than is needed to service the Service Area, the District will reimburse the Developer for the marginal cost of the larger size pipe as certified to it by the District's engineer no later than thirty (30) days following the Preliminary Acceptance Date.
  - ii. The District's obligation to make any payments to Developer shall be suspended during any period that Developer is in default under this Agreement and shall entirely terminate if Developer is in default under this Agreement and fails to cure such default within thirty (30) days after Developer's receipt of written notice from the District specifying the default, the specific provisions of this Agreement not performed and the action needed to correct the default.
- b. The Developer hereby indemnifies, saves, defends and holds the District harmless from any and all claims, costs, injuries or other damages (including reasonable attorneys' fees) caused to it and arising from construction, operation or maintenance of the USE by the Developer. Such obligations shall continue until such time as the District has finally accepted the USE and the USE has been transferred to it provided this indemnity shall continue for an additional five years thereafter with respect to any latent defects in the construction relating to the USE which the District did not know about or reasonably could not have known about at the time of transfer of the USE to it.
- c. If the Service Area is not included in the District, the Developer agrees, at the request of the District, to file a petition to annex the Service Area together with any other lands owned by the Developer to the District and to pay all expenses incurred by the District in connection therewith. All customers not included in the District will pay out of district utility rates.
- d. This Agreement shall bind and benefit the parties hereto and their successors and assigns. The District acknowledges and agrees that Developer may assign all of its rights hereunder to a corporation to be formed which will be controlled by Developer; provided, however, such assignment shall not relieve Developer of any of its obligations hereunder.
- e. In the event of any litigation or arbitration arising out of this Agreement, the court or arbitrator shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

SIGNED as of the effective date.

**DEVELOPER:**

APPLICANT SIGNATURE: \_\_\_\_\_

**CHEROKEE METROPOLITAN DISTRICT:**

SIGNATURE: \_\_\_\_\_