

Account No. **2510031**

**FORT COLLINS-LOVELAND WATER DISTRICT
MEMORANDUM OF AGREEMENT FOR PURCHASE OF WATER TAP**

THIS AGREEMENT is made and entered into between the FORT COLLINS-LOVELAND WATER DISTRICT (hereinafter "District") by its Board of Directors through its designated manager, and **the CITY OF LOVELAND, COLORADO, a municipal corporation, with an address of 500 E. Third Street, Loveland, CO 80537, and the CITY OF FORT COLLINS, COLORADO, a municipal corporation (collectively, "Grantor"), with an address of 300 Laporte Ave, Fort Collins, CO 80521** (hereinafter "Purchaser").

IN CONSIDERATION OF THE COVENANTS, PROMISES, TERMS AND CONDITIONS HEREINAFTER STATED, THE PARTIES AGREE AS FOLLOWS:

1. Purchaser agrees to purchase and pay for one water tap from District. Purchaser agrees to pay the sum of **\$586,088.00** for said tap, payable concurrently with the execution of this Agreement. Under no circumstances will any services be provided by the District until full payment is made, nor shall any of the tap fees paid be refunded to the Purchaser. This tap cannot be transferred from one lot to another, unless the transfer is made within the same District-approved subdivision for which it was originally purchased.
2. Purchaser agrees to pay all assessments and service charges as may be established and modified by the District from time to time. In the event the purchaser fails to pay such assessments and charges upon demand, the District shall then immediately terminate service, assess penalties, and assert its lien rights, to the extent legally permissible, and any other remedies available to it pursuant to its Rules and Regulations and to the laws of the State of Colorado.
3. In the event that the above described real property is conveyed or transferred to an individual or entity by the Customer, such water tap shall be deemed transferred with the real property whether such conveyance or transfer is the result of a voluntary or involuntary transfer, including judicial order or decree, public trustee's sale, sheriff's sale, treasurer's sale, or otherwise. Upon any such transfer of the real property, the District may recognize such transferee as the "owner of said water tap" without having first obtained an assignment of water tap executed by the Customer to the new owner. In no event may the Customer retain ownership of said tap upon the voluntary or involuntary transfer of the property.
4. The legal description for the real property for which this tap is being purchased is as follows: (Attach separate exhibit for description if necessary).

N/A - 25081 Barnstorm

Street Address: **4831 Earhart Road**

5. Purchaser agrees to execute and deliver such easement or Easement Agreements as are needed by the District for the purpose of constructing and maintaining water lines across any of the real property of the Purchaser. Such easements shall be executed and delivered by separate legal document and in compliance with requirements established by each City's City Code and other applicable law, at the sole expense of Purchaser, and such expenses shall include, but not be limited to, survey expenses, , and recording expenses.
6. Pursuant to the terms of this Agreement, Purchaser shall have the right to tap into the District's line at a point designated by the District. Tapping procedures shall be in accordance with the District's specifications, and shall be under the control and supervision of the District or its representative. The costs of tapping, including the connection, the tap and service line, and all other expenses thereof, shall be paid by Purchaser. Purchaser agrees to pay all expenses for any line extension (s) from the District's main line to the connection of the premises of the Purchaser.
7. Purchaser agrees to pay to the District a monthly service charge for the use of the District's treatment and distribution system. The District expressly reserves the right to increase or decrease the monthly rate assessed at any time upon reasonable notice to its users.
8. The District reserves the right, through its representatives, to inspect and approve all lines connecting Purchaser's premises to the District's system. The Purchaser shall comply with the District's Rules and Regulations, as modified from time to time, and with District's construction specifications before and after Purchaser's connection to the District's system. In the event the District incurs expenses for labor or materials for repair and maintenance of Purchaser's line and connection with District's water system, Purchaser shall be liable for payment for costs incurred by the District for such labor and/or materials, provided such repair and maintenance is required through no fault of the District.
9. **Appropriation.** To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the City of Loveland, it shall be subject to annual appropriation pursuant to the City of Loveland Municipal Charter Section 11-6 and Article X, Section 20 of the Colorado Constitution. To the extent this Agreement or any provision in it constitutes a multiple fiscal year debt or financial obligation of the City of Fort Collins, it shall be subject to annual appropriation by City Council as required in Article V, Section 8(b) of the City Charter, City Code Section 8-186, and Article X, Section 20 of the Colorado Constitution. The Cities shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.
10. **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* and under any other applicable law.

Signed this _____ day of _____ 20____

FORT COLLINS-LOVELAND WATER DISTRICT

EXHIBIT A TO RESOLUTION 2024-029

By: _____ Controller **Amanda Proctor**

Payment **\$586,088.00**

Purchaser:
City of Loveland, Colorado
A Municipal Corporation

City of Fort Collins, Colorado
A Municipal Corporation

By:
Rod Wensing, Acting City Manager

By: _____
Kelly DiMartino, City Manager

ATTEST:

ATTEST:

Delynn Coldiron City Clerk **Date**

_____ **Interim City Clerk** **Date**

APPROVE AS TO FORM:

APPROVE AS TO FORM:

Senior Assistant City Attorney

_____ **Assistant City Attorney**