

## **WELL PERMIT AGREEMENT**

THIS AGREEMENT is made this \_\_\_ day of October 2022 by and between the Town of Palmer Lake (hereinafter, "TOWN") and E Rock LLC whose address is PO Box 307, Monument Colorado (hereinafter "LANDOWNER") collectively referred to as "PARTIES".

### **RECITALS**

**WHEREAS**, LANDOWNER is the owner of certain land generally located in a portion of Lot 41, Elephant Rock subdivision, within the boundaries of the TOWN, and with an address of 822 Meadow Lane; and

**WHEREAS**, LANDOWNER is deemed to have consented to the withdrawal of ground water in the Dawson, Denver, Arapahoe and Laramie-Fox Hills aquifers underlying the land described above pursuant to §§37-90-137(4)(b)(II)(C) and 37-90-337(8), C.R.S., and by virtue of Ordinance No. 8 of 1985, adopted by the Town Board of Trustees on August 26, 1985; and

**WHEREAS**, water service to the land described above is not reasonably available from the Town as of the date of this AGREEMENT; and

**WHEREAS**, LANDOWNER desires to construct a well to withdraw ground water from the Dawson aquifer underlying the land described above (the "WELL") to provide a water supply for domestic, in-house use only, for one (1) single-family residence on said land.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions, and provisions herein, the TOWN and LANDOWNER agree as follows:

1. The TOWN hereby consents to the withdrawal by LANDOWNER of the ground water in the Dawson aquifer underlying the land described above for use in one (1) single-family residence only with no outside use allowed. LANDOWNER agrees to pay the well permit fee as established in the TOWN'S fee schedule prior to the drilling of the WELL.
2. The TOWN does not warrant or represent to LANDOWNER that any amount of water is available, if any beneath the land described above, or the quality of that water. LANDOWNER agrees to indemnify and hold harmless the TOWN, its employees, agents, independent contractors, agents, and representatives harmless from any and all claims arising out of the installation, use, maintenance, operation, or otherwise, of the WELL.

3. LANDOWNER agrees that at such time as water service to the land described above is available from the TOWN, LANDOWNER shall disconnect the residence from the well, connect the residence to the TOWN's water facilities, pay the difference for the then prevailing water tap fee to the TOWN and any other fees typically charged at that time by the TOWN for new water service, and shall convey to the TOWN, without charge, by property executed deed, all water rights and ground water in the Dawson aquifer underlying said land.
4. LANDOWNER agrees to, at TOWN's sole discretion, plug and abandon the WELL at LANDOWNER's sole expense, or allow the TOWN to connect the WELL and all water facilities to the TOWN's water system. If the TOWN chooses to connect the WELL to its system, it shall pay LANDOWNER the value of the WELL and related water facilities to be used by the TOWN by purchase or condemnation.
5. LANDOWNER agrees any and all water mains LANDOWNER shall place on the land described above shall be at least 6" in diameter, schedule 40, plastic pipe with tracer wire, or be in compliance with any TOWN specifications in place at time of placement.
6. LANDOWNER agrees to have WELL metered and readings presented to the TOWN Clerk for the previous year no later than January 31 of each year.
7. LANDOWNER shall be responsible for obtaining a well permit and any and all other government approval required to construct and use the WELL, and shall be solely liable for all construction, maintenance, and operation costs for the WELL.
8. This AGREEMENT shall constitute a covenant running with the land described above and shall be binding upon, inure to the benefit of and be enforceable by the respective heirs, successors and assigns of the TOWN and LANDOWNER. Either party hereto may record this AGREEMENT in the El Paso County real property records.
9. LANDOWNER agrees to pay a reasonable fee, as adopted and determined by the TOWN Board of Trustees at its sole discretion, subject to adjustment, for LANDOWNER's use of the TOWN's water.
10. The PARTIES recognize that the TOWN is a Colorado Municipal Corporation. Nothing herein shall be construed as a waiver by the TOWN of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

**TOWN OF PALMER LAKE, COLORADO**

\_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
Dawn A. Collins  
Town Administrator / Clerk

**LANDOWNERS:**

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