

**AGREEMENT FOR EXTRA-TERRITORIAL WATER SERVICE AT
0019 VIERLING WAY (CR 1029)**

This Agreement for Extra-Territorial Water Service at 0019 Vierling Way (this “Agreement”) is entered into this 27th day of August 2024, by and between the Town of Frisco, a Colorado municipal corporation (“Town”), and Cole Ballweg, as the owner of 0019 Vierling Way (CR 1029), Summit County, Colorado (“Owner”).

RECITALS

WHEREAS, the Town is a home-rule municipality that owns and operates a domestic water treatment and distribution system and is empowered to sell treated domestic water to its customers; and

WHEREAS, the Owner desires to obtain water service from the Town for the land known as 0019 Vierling Way (CR 1029), Summit County, Colorado, that is legally described as follows, and that is hereinafter referred to as the "Subject Property":

LOT 166R, BLOCK 9, BILLS RANCH WEST SUBDIVISION, SUMMIT COUNTY,
COLORADO

WHEREAS, the Owner has presented an application to the Town for extra-territorial water service at the Subject Property for 1 residential tap equivalent (the “Application”), and the Town Water Department has, pursuant to requirements of the Code of Ordinances of the Town (the “Town Code”), reviewed the Application and determined, pursuant to the Town’s extra-territorial tap evaluation tool, that the Town should approve the extra-territorial service and allow for the payment of cash in lieu of water rights for that service, and has determined the amount of cash to be paid in lieu of water rights, as well as the cost of the plant investment fee to be paid in connection with the service of water to the Subject Property; and

WHEREAS, the Town desires to provide water service to support residential use of the Subject Property, but only in a manner that protects the health, safety and welfare of both the future residents of the Subject Property, and the current and future residents of the Town, by causing no diminution in the supply of water available for the Town to deliver to its current and future residents and to its extra-territorial customers in times of drought or water scarcity conditions; and

WHEREAS, accordingly, the Town herein agrees to sell treated water to the owner of the Subject Property, and the Owner agrees to pay cash in lieu of water rights to the Town for the Town’s use in providing such water service, and to take such other actions and to provide such other improvements that are necessary to provide water service, all in accordance with the terms of this Agreement and the Town Code.

NOW THEREFORE, for and in consideration of the provisions of this Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Water Service Commitment/Water Rights Dedication.**

Subject to the terms and conditions of this Agreement, the Town shall sell 1 residential water tap equivalent (1 EQR) for treated water to the Owner and shall provide and sell water in connection with the same for domestic indoor use at the Subject Property. The charge for the payment of cash in lieu of water rights for the 1 EQR shall be as set forth in this Agreement. The charge for the plant investment fee in connection with that 1 EQR shall be as set forth in this Agreement, and the charges for the water service to the Subject Property in the future shall be the same as those established by Town law and regulations in effect from time to time for water service to property within the Town. Any and all other charges in connection with the establishment of water service at the Subject Property shall be in accordance with the same charges required by the Town Code for the establishment of water service to property within the Town.

2. **Pre-Conditions of Water Service.**

I. Before the Town has any obligation to sell any of the water tap equivalents described in section 1 above, or to deliver water to Subject Property pursuant to the same:

- A. The Owner shall have paid to the Town the amount of \$2,076.21 as cash in lieu of water rights necessary to serve the Subject Property, plus the sum of \$6,926.66 for the plant investment fee; and
- B. The Owner must have provided the Town with a written confirmation of the Frisco Sanitation District that the property to be served by the water tap equivalent(s) to be purchased hereunder is connected to and served by the Frisco Sanitation District's wastewater treatment system. **The Owner acknowledges and agrees that the connection of the Subject Property to the Frisco Sanitation District facilities is a condition precedent to all of the Town's obligations under this Agreement, and is a continuing obligation of the Owner, and a continuing condition of the Town's obligation to provide water service to the Subject Property; and**
- C. This Agreement shall have been filed in the real property records for Summit County, Colorado as a restrictive covenant binding the Subject Property with respect to the restrictions on the outdoor use of water that are set forth in Section 3 below.

3. **Outdoor Use of Water Prohibited or Limited.** The Owner acknowledges and agrees and covenants with the Town, on behalf of himself and his successors in interest and assigns in and to the Subject Property, that the outdoor use of water at the Subject

Property is prohibited, with the following exceptions: (i) watering of flowers, decorative plants, bushes and trees is permitted, but only if such watering is accomplished by hand using a watering can or handheld sprinkler; and (ii) watering for purposes of revegetation after construction is permitted for a period of three (3) growing seasons immediately following construction, but only if such watering is accomplished without the installation of a dedicated sprinkler system or other permanent or semi-permanent irrigation system. The Owner further acknowledges, agrees and covenants that if and to the extent that the Town shall, as a result of drought or water scarcity conditions, temporarily prohibit any outdoor water usage within the Town, then the terms of such prohibition shall apply to the use of water within the Subject Property.

4. **Right of First Refusal.** In accordance with Section 171-6. B.7. of the Town Code; the Owner hereby grants to the Town a right of first refusal to acquire any water right(s) historically used on the Subject Property. The Town shall be entitled to acquire any such water right(s) on the terms established in a bona fide purchase offer made to the Owner of the Subject Property from time to time. The Town's exercise of its right of first refusal shall be exercised within one hundred twenty (120) days of the property owner's delivery to the Town of notice of such bona fide purchase offer.
5. **Water System Extension.** The Owner acknowledges and agrees that Town Code, at sections 171-9 and 171-10, as amended from time to time: (i) provides the standards and procedures to be followed for the construction and maintenance of water service lines and water meters within the Town, and shall apply to the Owner's construction of the water service line and meter that will be required to serve the Subject Property.
6. **Notices.** All notices provided for herein shall be in writing and shall be deemed given to a party when a copy thereof, addressed to such party as provided herein, is actually delivered, by personal delivery, or by commercial courier, at the address of such party as provided below. All notices to the Owner shall be addressed to the ~~Owner~~ at the following addresses or such other addresses of which the Owner gives the Town notice hereunder:

To Owner:

All notices to the Town shall be addressed to the Town at the following addresses or such other addresses of which the Town gives the County notice hereunder:

Town of Frisco
Attention: Town Manager

P.O. Box 4100
Frisco, Colorado 80443
Facsimile: 668-0677
Telephone: 668-5276

7. **Amendments.** This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
8. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, assigns and representatives. This Agreement shall run with the Subject Property and shall benefit and burden the Owner's successors in interest in and to the Subject Property, or any part or portion thereof. To that end, this Agreement shall be recorded in the real property records maintained by the Office of the Clerk and Recorder for Summit County, Colorado.

IN WITNESS WHEREOF, this Agreement is entered into as of the date first above written.

TOWN OF FRISCO

Fredrick J. Ihnken, Mayor

ATTEST:

Stacey Nell, Town Clerk

OWNER

Cole Ballweg

STATE OF COLORADO)
) ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me as of the _____ day of _____, 2024,
by Cole Ballweg.
WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____