

SEWER CONNECTOR'S AGREEMENT

THIS SEWER CONNECTOR'S AGREEMENT is made and entered into this 90th day of September, 1988, by and between the SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT ("District"), a quasi-municipal corporation of the State of Colorado and the CITY OF LITTLETON, COLORADO ("Littleton"), a municipal corporation of the State of Colorado.

RECITALS:

WHEREAS, by agreement entered into between the parties dated August 15, 1969, entitled "Sewer Connection Agreement" (hereinafter sometimes referred to as the "1969 Agreement"), Littleton received a capacity not to exceed a flow of 12 cubic feet per second in Southwest's sewer interceptor known at that time as the Platte River Interceptor Line; and

WHEREAS, the Platte River Interceptor Line is composed of two interceptors known today as the "A" Line and the "D" Line; and

WHEREAS, Littleton has one connection to the "D" Line and wishes to make a connection to the "A" Line; and

WHEREAS, the 1969 Agreement provides that before Littleton may make any additional connections to Southwest's facilities thereunder, the parties must mutually agree on the point of connection; and

WHEREAS, the parties have determined the location of a point of connection to the "A" Line that is mutually acceptable and now desire to reduce to writing the terms and conditions pursuant to which said connection may be made by Littleton.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Point of Connection. It is agreed that Littleton may make a connection to Southwest's 48-inch "A" Line at a point located generally 140 feet South of Manhole A22 as shown on Exhibit "A" which is attached hereto and incorporated herein by this reference. This connection shall be no larger than 8 inches in diameter.

2. Service Area and Users. It is contemplated that the 8-inch connection authorized hereunder will serve an area which Littleton indentifies as Sanitary Sewer District No. 7. This service area may be expanded by Littleton provided written notice is given to Southwest of said expansion.

2.1 Littleton represents that there are currently 11 properties receiving sewer service within Sanitary Sewer District No. 7, which properties are comprised of five commercial users, three motel-mobile home users (serving a total of 30 units) and three single family residential users.

2.2 For Southwest's planning and contract administration purposes, Littleton agrees to notify Southwest of any new or changed sewer service connection to any Littleton sewer line ultimately discharging sewage into Southwest's "A" Line through the 8-inch connection contemplated hereunder. In addition, Littleton agrees to provide Southwest with a copy of the construction plans for each new or enlarged sanitary sewer constructed after the date of this Agreement in Sanitary Sewer District No. 7. Said plans shall be provided prior to construction and shall be accompanied by a copy of the recorded plat and plat address of the real property to be served by such new sewer lines.

3. Relocation. To enable Southwest to enlarge the "A" Line and/or construct a parallel adjacent sewer to the East of the "A" Line, Littleton agrees to disconnect the 8-inch connection authorized hereunder and remove as much of Littleton's sewer line as Southwest deems necessary for such enlargement or paralleling. Littleton shall have the right to reconnect its sanitary sewer line to the enlarged or paralleled "A" Line as soon as such enlargement or paralleling is complete. The disconnection, removal and reconnection of Littleton's sanitary sewer line shall be at the sole cost and expense of Littleton. The disconnection and removal work shall be completed by Littleton within a reasonable period of time, not to exceed sixty (60) days after Southwest issues a written notice to disconnect.

Littleton further understands and agrees that during the enlargement and/or paralleling of the "A" Line, service to Littleton through the 8-inch connection authorized hereunder, will be interrupted. It shall be Littleton's responsibility at its sole cost and expense to arrange for a temporary point of connection to the "A" Line and to divert through said temporary point of connection, by pump or other appropriate means, all sewage flows that would normally pass into Southwest's "A" Line through the 8-inch connection authorized hereunder.

4. Plans. Littleton agrees to submit plans for the connection and reconnection to Southwest's "A" Line authorized hereunder prior to the commencement of construction. The connection and reconnection of Littleton's

sewer line to Southwest's "A" Line shall be made in accordance with the plans and specifications as approved by Southwest.

5. Construction Observation. Southwest shall have the right, but not the obligation, to observe the connection and reconnection authorized by this Agreement and to determine compliance with the approved plans and specifications. Littleton agrees to give Southwest at least three (3) days' written notice before making any connection or reconnection authorized hereunder.

6. No Warranties. Southwest does not warrant that its sanitary sewer system will be free from interruptions caused by accidents or repairs or causes beyond its control. No such interruption shall render Southwest liable to Littleton for damages and Littleton expressly waives and releases all claims against Southwest for damages for stoppages or interruptions to service, except as may be caused by the negligence or willfull misconduct of Southwest or its officers, agents or employees.

7. Subordination of Easement. Littleton agrees that all easements now existing or hereafter obtained by Southwest for the enlargement or paralleling of Southwest's "A" Line Interceptor shall be superior and prior to any easement or fee ownership interest the City of Littleton now has or hereafter obtains for the extension and connection of its District No. 7 sanitary sewer line into Southwest's "A" Line Interceptor. Littleton agrees to execute at Southwest's request, all documents necessary to effect such a subordination, including by way of explanation and not limitation, a subordination agreement.

8. Sewer Flow. The parties understand and agree that the sewage flows arising within Littleton's Sanitary Sewer District No. 7 and discharged into Southwest's "A" Line through the 8-inch connection authorized hereunder, shall be applied to the count as part of Littleton's 12 cubic feet per second flow capacity provided for under the 1969 Agreement.

9. Prior Agreements. This 8-inch connection is authorized pursuant and subject to the provisions of the 1969 Agreement between the parties. The obligations and duties imposed upon Littleton hereunder shall be considered cumulative and in addition to Littleton's obligations and duties under the 1969 Agreement. Nothing herein contained shall be deemed to abridge or modify any right Southwest, has under the provisions of the 1969 Agreement.

10. Term. This Agreement shall remain in effect as long as the 1969 Agreement is in effect unless Littleton fails to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Littleton, in which event Southwest may terminate this Agreement and require Littleton to disconnect within 180 days after giving written notice to Littleton to disconnect.

11. Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one of the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Sewer Connector's Agreement as of the day and year first above written.

SOUTHWEST METROPOLITAN WATER  
AND SANITATION DISTRICT

By: Ch. L. Hardie

ATTEST:

Carlynn M. Pursey

CITY OF LITTLETON, COLORADO

By: Charley Embury

ATTEST:

Janice L. Owen  
City Clerk