

BYERS WATER & SANITATION DISTRICT

P.O BOX 301, 421 S. SHERMAN ST. BYERS, CO 80103
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Katheen Hammer
Arapahoe County Planning

khammer@arapahoegov.com

Re: Case GDP25 000 May Farms RV Resort and Sanctuary @ Byers LLC/ Water and Sanitary Sewer Service

Dear Ms Hammer:

The real property described in the above Case ("Property") is within the boundaries of the Byers Water and Sanitation District ("District"). It is entitled to receive water and sewer service from the District upon the terms and conditions set forth in Inclusion Agreement between the District and Applicant, the Order of Inclusion entered by the Arapahoe County District Court District and in accordance with all other rules and regulations adopted by the District and of general application throughout the District.

Applicant will be responsible for all costs and fees of extending District facilities to serve the Property and construction of all infrastructure for development of the Property, and the conveyance of water rights adequate to serve the development of the property.

Dated

7-9-25

BYERS WATER AND SANITATION DISTRICT

BY



President

AGREEMENT FOR INCLUSION OF PROPERTY

THIS AGREEMENT, (“Agreement”), made this ____ day of _____, 2024, by and between Byers Water and Sanitation District (“Byers”), whose address is 421 South Sherman Street, Byers, Colorado, 80103, a quasi-municipal corporation and special district organized and existing pursuant to the provisions of the Special District Act, C.R.S. § 32-1-101, *et. seq.*, hereinafter referred to as the “District,” and May Farms RV Resort & Sanctuary @ Byers LLC, whose address is 64001 Co 36 Byers CO 80103, hereinafter referred to as “Owner.”

Recitals

WHEREAS, the District is a water and sanitation district having the power and capability to provide water and sewer services and facilities to property within its service area, and

WHEREAS, Owner desires to obtain water and sewer service from the District for certain property consisting of 150 acres, more or less, it owns, described in Exhibit A attached and hereinafter described as the “Property”, and to have the Property included within the service area of the District, and

WHEREAS, the District, subject to compliance with C.R.S. § 32-1-401, C.R.S., of the Special District Act, is willing to grant a Petition for Inclusion of the Property (“Petition”), as described on **Exhibit A**, within the boundaries and service area of the District, and to thereafter provide water and sewer service to the Property, conditioned upon Owners’ agreement to the terms herein, and

WHEREAS, Owner is fully cognizant of the ad valorem tax liabilities and other obligations which may accrue as a result of the Property being included within the District.

Agreement

Now therefore, for and in consideration of the premises and the promises and covenants hereinafter appearing to be kept and performed by the parties hereto, and other good and valuable consideration, Owner and the District agree as follows:

1. Property: Owner represents that it is the owner of 100% of the Property described in **Exhibit A** attached hereto and made a part hereof.

2. Agreement to Provide Service: Upon completion of all statutory proceedings for inclusion of property, including the public hearing required by C.R.S. § 32-1-401(1)(b), and majority vote by the Board of Directors after hearing, granting the Petition, the District agrees to include the Property in the District and provide water and sewer service to the Property in accordance with this Agreement and the District's Rules and Regulations as they may exist at the time of application for water and sewer taps. Said water and sewer service shall be provided subject to the availability of water to the District, the capacity of District wastewater treatment facilities and the terms and conditions set forth in this Agreement.
3. Petition for Inclusion: The parties acknowledge that a petition for inclusion in conformity with C.R.S. § 32-1-401(1)(a) has been tendered to District as of the date of execution of this agreement.
4. Sewer Service Availability: The District, upon receipt of proper application by Owner and completion of all required facilities per Paragraph 6 of this Agreement, will provide sanitary sewer service to the Property under the terms and conditions appearing in this Agreement and upon Owner's compliance with all the District policies, procedures and regulations relative to sewer service, including but not limited to, payment of all applicable fees and charges assessed by the District.
5. Water Service Availability. It is understood that at the time this agreement is signed, the District's raw water supply is supplied entirely by Denver Basin non tributary wells. The District will provide water to the Property upon fulfilment of all other terms and conditions otherwise appearing in this Agreement, including conveyance of all Denver Basin water rights associated with and underlying the inclusion property, and Owner's compliance with all District policies, procedures and regulations relative to water service and all applicable tap fees and capital improvements and other charges assessed by the District. Such fees and charges as of the date of this Agreement are identified in Exhibit "B" attached hereto. It is understood that such fees and charges are subject to change at the discretion of the Board, and that Owner shall be responsible for payment of such fees and charges as may be in effect at the time of application for water or sewer taps. In addition to the fees and charges identified in the attached schedule, any taps serve under this Agreement may be subject to surcharges for the cost of water or sewer infrastructure constructed at District expense to serve such taps.
6. Construction of Facilities: Owner shall, at its sole expense, construct any facilities which may be required by the District to provide water and sewer service within the Property. All facilities shall be constructed in accordance with District rules, regulations, and

engineering standards. Specific facilities to be designed and constructed at Owner expense include, but are not limited to, the following:

- a. Looped water mains from existing District infrastructure to the site.
- b. Sewer mains from existing District infrastructure to the site.
- c. All site utilities with the property.
- d. Possible water booster pump station.
- e. Possible sewage lift station(s).
- f. Possible water storage facility.
- g. All other infrastructure necessary to serve the property including expansion of existing wastewater treatment facilities or additional facilities to serve the property.
- h. Additional wells as may be required by District to access Denver Basin water conveyed by Owner to District.

District reserves the right, at District's expense, to oversize any of the foregoing facilities for the purpose of meeting future water or sewer service demands on property other than that described in Exhibit A.

7. Denver Basin Water. Owner shall execute quit claim deeds conveying to District all nontributary groundwater in the Laramie-Fox Hills aquifer underlying the property described in Exhibit A and will execute Landowner consent documents as necessary for District to obtain a Determination of available groundwater in the Laramie Fox Hills aquifer water from the Colorado Division of Water Resources.
8. Inclusion Fees and Attorney Costs. Owner acknowledges that the District has incurred substantial expenses not covered in its rate structure arising out of formation of the District and securing a permanent water supply and constructing wastewater treatment facilities. Pursuant to District policy, Owner agrees to pay to the District an inclusion fee of \$ 100.00 per acre or a fraction of thereof for the Property upon approval of inclusion by the District.
9. District Expenses: Owner shall reimburse the District for any and all administrative, engineering, legal or other costs and expenses incurred by reason of Owner's petitioning for inclusion of the Property into the District, including but not limited to, publication costs, preparation and review of this Agreement by District legal counsel, and Court costs incurred in approving the inclusion of the Property into the District by District. Receipt of \$5,000.00 to be applied to such costs and expenses is acknowledged. In the event such costs and expenses shall be less than \$5,000.00, the surplus deposit shall be promptly

refunded to Owner. In the event that this deposit shall prove insufficient to cover said expenses, Owner shall pay the shortage to the District upon receipt of billing.

10. Indemnification and Release. Owner shall indemnify, protect, defend, and hold harmless District from and against any and all claims, actions or demands by any third part or parties, which claims or demands arise out of the inclusion of the Property into the District and are not attributable to the gross negligence or willful misconduct of the District or its directors, employees, or agents. Owner agrees that in the event a third party or parties bring an action against the District with respect to the subject of the indemnity, the District may employ attorneys of its own selection to appear and defend such action on behalf of the District. In such instance Owner agrees to pay all reasonable attorney fees and Court costs so incurred upon final determination of the action.
11. Approvals: This Agreement shall be effective when executed by all parties. Owner agrees to promptly cooperate in all things necessary to complete the inclusion of Property in the District pursuant to the Special District Act. In addition to other conditions set forth herein, performance of this Agreement by either party is also contingent upon entry of an Order by the Arapahoe County District Court for inclusion of the Property within the District boundaries. In the event no such court order is entered within 1 year from the date of execution hereof, this Agreement shall be deemed null and void, and the Parties shall be discharged from any further obligations hereunder; provided, however, that any sums paid to the District pursuant to Paragraph 9 shall be retained by the District (unless such sums are required to be refunded to Owner pursuant to the terms of Paragraph 9) and the sums paid pursuant to Paragraph 8 shall be returned to the Owner.
12. Covenant: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and upon entry and of an inclusion Order by the Arapahoe County District Court pursuant to Paragraph 11, shall be recorded in the office of the Clerk and Recorder of Arapahoe County, and shall be a covenant running with the Property described in Exhibit A.
13. Entire Agreement. This Agreement constitutes the entire agreement of Owner and the District, and upon execution hereof any provisions of any agreements which have not been expressly incorporated herein shall be deemed null and void and of no effect. No oral agreement may modify this Agreement. All modifications shall be in writing signed by both the Owner and the District, and approved with the same formality as this Agreement.
14. Headings. The headings or titles of paragraphs are for convenience of reference only and do not constitute a part of this Agreement.

