GRANT WATER AND SANITATION DISTRICT
Agreement for Underdrain Stub-In Permit

(Revised January, 2017)

Stub-in # (s) _____ through _____

This Agreement, made and entered into this _____day of _____, _____ by and between the Grant Water and Sanitation District, hereinafter sometimes called **GWSD,** and

NAME: _____ ADDRESS: _____

PHONE: (____)_____-_____, hereinafter referred to as **Applicant**.

WITNESSETH:

WHEREAS, Applicant desires to install certain stub-in(s) described in Exhibit A attached hereto and made a part hereof,

WHEREAS, Applicant desires physically to install a stub-in, prior to activation of underdrain service, to accommodate street paving, or for other reasons that benefit the Applicant,

WHEREAS, Applicant is willing to assume the risk that underdrain service may never be available through conversion of the stub-in(s) provided for herein.

NOW, THEREFORE, in consideration of the premises, promises and agreements hereinafter contained, the parties hereto understand and agree as follows:

1. A stub-in, as defined in the **GWSD** Rules and Regulations, includes all fittings and pipe necessary to extend the service line from the main to the property line. All stub-ins must be inspected and approved by the Grant W&S District Engineer. Use of a stub-in for underdrain service is prohibited. A “stub-in” ceases to exist either upon conversion of the stub-in to a tap, or when not converted to a tap within two years commencing from the date hereof.

2. Applicant has tendered concurrently with the signing of this agreement a non-refundable permit application fee of $100.00 for administration costs for each stub-in described in the attached Exhibit A. Each stub-in shall be marked at the point of termination on the lot with a 4" x 4" wood post. The length of the stub from the main to the end shall be marked on the “as-built” plans, as well as the distance from the downstream manhole.

3. Applicant has also tendered concurrently with the signing of this Agreement, a non-refundable payment of $400 for inspections costs for each stub-in described in the attached Exhibit A. Inspection fees will be waived for stub-ins connected to the main at the time the main is constructed.

4. This Stub-in Agreement is entered into for the sole convenience of Applicant, so that Applicant may receive benefits such as the ability to pave streets above the physical installation of the tap and service line.

5. This Stub-in Agreement does not guarantee that underdrain service will be available through the stub-in, that the stub-in can be converted to a tap, or that conversion of the stub-in will be given preference of any kind over other requests for underdrain taps and service.

6. Maintenance and repair of any stub-in installed pursuant hereto shall be the sole responsibility of the Applicant.

7. In the event the Applicant discharges groundwater through a stub-in installed pursuant hereto prior to conversion of said stub-in, said stub-in may be disconnected by **GWSD** and **GWSD** may avail itself of whatever other penalties and/or legal recourse are available for the unauthorized use of its facilities.

8. This Agreement is made subject to the Rules and Regulations of the Board, as same may be amended from time to time.

9. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

_____ _____
Applicant/Title (Print) Signature

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
_____ COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____ day of _____, _____.

By _____, of _____
Applicant Company

Witness my hand and official seal.
My commission expires:

_____
Notary Public

_____ DATE: _____
District Manager
Grant Water and Sanitation District