

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 15 - 2023

**A RESOLUTION TO AUTHORIZE A RESIDENTIAL WELL AGREEMENT WITH
EROCK LLC FOR PARCEL LOCATED AT LOT 38, ELEPHANT ROCK
SUBDIVISION, 816 MEADOW LANE, PALMER LAKE, COLORADO**

WHEREAS, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado; and

WHEREAS, the Town Board of Trustees has authority over residential well agreements for the Town; and

WHEREAS, the Town is unable to provide water service to the parcel identified as Lot 38, Elephant Rock subdivision, located at 816 Meadow Lane, owned by ERock LLC; and

WHEREAS, the property owner has provided a complete land use application to build on the property and requires approval for a residential well and this agreement remains with the property.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF
THE TOWN OF PALMER LAKE, COLORADO AS FOLLOWS:**

1. The Town Board of Trustees hereby authorizes signature to a residential well agreement with ERock LLC as attached in Exhibit A.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE
BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 26th DAY OF
JANUARY 2023.**

ATTEST:

TOWN OF PALMER LAKE, COLORADO



Dawn A. Collins
Town Administrator/Clerk

BY: 

Grant Havenar
Mayor

WELL PERMIT AGREEMENT

THIS AGREEMENT is made this ____ day of _____ 2023 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 38, Elephant Rock subdivision, within the boundaries of the TOWN, and with an address of 816 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 *Albert Hernandez*

ATTEST: *Dawn A. Collins*
Dawn A. Collins
Town Administrator / Clerk

LANDOWNERS:

