

AGREEMENT AND BILL OF SALE
(Wastewater Facilities)

THIS AGREEMENT AND BILL OF SALE is made effective as of July 29, 2022 (the "Effective Date"), by and between **SR LAND, LLC**, a Colorado limited liability company ("Owner") and **FALCON AREA WATER AND WASTEWATER AUTHORITY** ("FAWWA"), as organized on August 21, 2017 in accordance with C.R.S. 29-1-204.2.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Owner and FAWWA agree as follows:

1. **Definitions.** The following words shall have the following definitions:

"Construction Plan" means the construction plan approved by FAWWA for Project No. SP-20-003 titled Sterling Ranch Phase 2 Early Sanitary Sewer Plan (SR F3), providing for the plan for construction of wastewater infrastructure;

"Facilities" means the wastewater infrastructure and appurtenances identified on the Construction Plan; and

2. **Indemnification.** Owner hereby releases FAWWA and shall fully protect, defend, discharge, indemnify and hold harmless FAWWA, and their respective officers, employees, agents and representatives, from and against any and all liability for damages, injuries to the person or property of the Owner or any third party, causes of action, demands, or actions of whatsoever kind or nature arising from the failure of Owner to perform its obligations herein, and further, from and against any other claims, costs and fees, losses, damages, causes of action, or liability of any nature arising from, in connection with, or related in any way to the construction of the Facilities and to any extent arising from or due to Owner's negligent action(s) or failure(s) to act. Owner's period of indemnification shall commence on the Effective Date and shall be in effect for one year from the Effective Date hereof.

3. **Warranty.** Owner hereby represents and warrants that: (i) the Facilities are constructed in accordance with the Construction Plan and all applicable provisions of the Colorado Springs Utilities' Water and/or Wastewater Line Extension and Service Standards ("LESS") in effect on the date of the Construction Plans; (iii) the Facilities will be installed within a street, right-of-way or easement granted to El Paso County, Colorado and/or FAWWA; and (iv) the Facilities are free and clear of all claims, liens, and other security interests, including, but not limited to, claims for labor or materials.

4. **Effect of FAWWA's Acceptance.** The Owner and FAWWA agree that upon execution of this Agreement, ownership of the Facilities shall automatically transfer to FAWWA, and FAWWA expressly accepts such transfer of ownership of the Facilities as evidenced by its signature below. The parties further agree that as of the Effective Date, the Facilities have been inspected for adherence to required material and installation standards, and appear to be in

Chuck Broerman
08/02/2022 03:02:15 PM
Doc \$0.00 2
Rec \$18.00 Pages

El Paso County, CO



222103277

SF. 21.032

AGREEMENT AND BILL OF SALE
(Water Facilities)

THIS AGREEMENT AND BILL OF SALE is made effective as of July 29, 2022 (the "Effective Date"), by and between SR LAND, LLC, a Colorado limited liability company ("Owner") and FALCON AREA WATER AND WASTEWATER AUTHORITY ("FAWWA"), as organized on August 21, 2017 in accordance with C.R.S. 29-1-204.2.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the Owner and FAWWA agree as follows:

1. Definitions. The following words shall have the following definitions:


"Construction Plan" means the construction plan approved by FAWWA for Project No. SP-20-003 titled Sterling Ranch Phase 2 Early Water System Plan (SR F3), providing for the plan for construction of water and/or wastewater infrastructure;

"Facilities" means the water infrastructure and appurtenances identified on the Construction Plan; and

2. Indemnification. Owner hereby releases FAWWA and shall fully protect, defend, discharge, indemnify and hold harmless FAWWA, and their respective officers, employees, agents and representatives, from and against any and all liability for damages, injuries to the person or property of the Owner or any third party, causes of action, demands, or actions of whatsoever kind or nature arising from the failure of Owner to perform its obligations herein, and further, from and against any other claims, costs and fees, losses, damages, causes of action, or liability of any nature arising from, in connection with, or related in any way to the construction of the Facilities and to any extent arising from or due to Owner's negligent action(s) or failure(s) to act. Owner's period of indemnification shall commence on the Effective Date and shall be in effect for one year from the Effective Date hereof.

3. Warranty. Owner hereby represents and warrants that: (i) the Facilities are constructed in accordance with the Construction Plan and all applicable provisions of the Colorado Springs Utilities' Water and/or Wastewater Line Extension and Service Standards ("LESS") in effect on the date of the Construction Plans; (iii) the Facilities will be installed within a street, right-of-way or easement granted to El Paso County, Colorado and/or FAWWA; and (iv) the Facilities are free and clear of all claims, liens, and other security interests, including, but not limited to, claims for labor or materials.

4. Effect of FAWWA's Acceptance. The Owner and FAWWA agree that upon execution of this Agreement, ownership of the Facilities shall automatically transfer to FAWWA, and FAWWA expressly accepts such transfer of ownership of the Facilities as evidenced by its signature below. The parties further agree that as of the Effective Date, the Facilities have been inspected for adherence to required material and installation standards, and

Chuck Broerman El Paso County, CO
08/02/2022 03:02:15 PM 
Doc \$0.00 2
Rec \$18.00 Pages 222103276

appear to be in compliance with the Construction Plan and LESS.

5. Counterparts; Copies of Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed original and all of which together shall constitute one and the same instrument. Copies of signatures shall be permitted for purposes of the binding nature of this Agreement.

IN WITNESS WHEREOF, Owner warrants that the executing representative has authority to bind Owner and has executed this Agreement and Bill of Sale.

“OWNER”

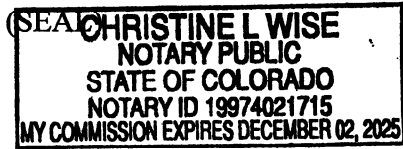
SR LAND, LLC,
a Colorado limited liability company


By: 
James F. Morley, Manager

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 29th day of July, 2022, by James F. Morley, as Manager of **SR LAND, LLC**, a Colorado limited liability company.

Witness my hand and official seal.



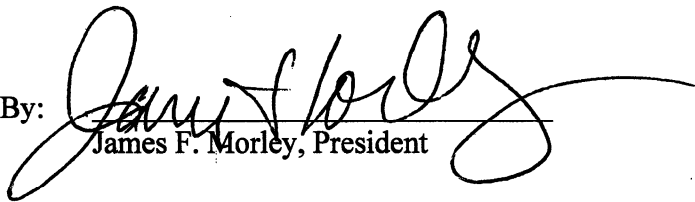

Notary Public

My Commission Expires: 12-02-2025

ACCEPTANCE OF FACILITIES

FAWWA hereby accepts the Facilities by execution of this Agreement and Bill of Sale, effective as of the Effective Date set forth above.

FALCON AREA WATER AND WASTEWATER AUTHORITY,
organized on August 21, 2017 in accordance with C.R.S. 29-1-204.2

By: 
James F. Morley, President