



ACKNOWLEDGEMENT AGREEMENT

This Acknowledgment Agreement (hereinafter referred to as the "Acknowledgement") is entered into by and between the Board of Water Works of Pueblo, Colorado (hereinafter referred to as "Pueblo Water") and ENTER PROPERTY OWNER'S NAME (hereinafter referred to as the "Owner").

RECITALS

WHEREAS, Owner has a single family residential home or duplex that is located at ENTER ADDRESS in Pueblo, Colorado ("Owner's Property"); and

WHEREAS, the Owner owns the service line from Pueblo Water's water main or a private main to a building or other point of use on the Owner's Property, with the exception of Pueblo Water's water meter set; and

WHEREAS, an uncontrolled release of water from the Owner's service line was discovered on ENTER DATE which causes concern of damage to both public and private property; and

WHEREAS, an uncontrolled release of water from the Owner's service line is not wise use of water and is of great concern to Pueblo Water; and

WHEREAS, Pueblo Water owns and operates a water distribution system for the purpose of conveying domestic and commercial water to the residents of Pueblo, Colorado; and

WHEREAS, Pueblo Water provides a Residential Repair Program pursuant to its Rules and Regulations allowing for Pueblo Water to repair or replace the portion of the Owner's water service line, which is allowing the uncontrolled release of water, at Pueblo Water's cost, which includes all labor, equipment, materials and third party services (Section 7.01 of Pueblo Water's Rules and Regulations attached and incorporated as Exhibit A); and

WHEREAS, Pueblo Water requires execution of this Acknowledgement in exchange for the repair or replacement of the Owner's service line.

Therefore, in consideration of the foregoing recitals, and the terms, provisions and mutual covenants expressed herein, the parties agree as follows:

1. The Owner acknowledges that the Residential Repair Program is a service provided by Pueblo Water and, except for the cost of the repair or replacement of Owner's service line authorized by Owner below, Pueblo Water is not undertaking any of the Owner's responsibilities regarding the Owner's service line.

2. The Owner authorizes Pueblo Water to complete the repair or replacement of the service line for the Owner's Property pursuant to Pueblo Water's Residential Repair Program. Pueblo Water will repair or replace the service line for the Owner's Property in accordance with its Residential Repair Program.

3. This Acknowledgement shall be governed by and interpreted under the laws of the State of Colorado. It contains the entire agreement between the parties concerning its limited subject matter.

4. This Acknowledgement may be executed in multiple counterparts, each of which shall be deemed an original. The signatures of the parties may be made on separate counterparts, provided each of the parties has executed at least one counterpart. A faxed signature of a party on a signature page of a counterpart of this Acknowledgement shall be as valid and binding as the original ink impression of such party.

5. Pueblo Water has governmental immunity pursuant to the Colorado Governmental Immunity Act, Section 24-10-101 et seq, C.R.S. Nothing contained herein shall be construed to waive or limit any right or defense available to Pueblo Water under the Colorado Governmental Immunity Act.

6. This Acknowledgment is binding upon the heirs, successors, and assigns of the Owner.

Executed this _____ day of ENTER MONTH, 20_____.

BOARD OF WATER WORKS OF PUEBLO,
COLORADO

By _____
Matthew C. Trujillo, Director of Operations

OWNER(s)

By _____

Print Name(s) _____