

DISTRICT BILL OF SALE – WATER MAIN

KNOW ALL MEN BY THESE PRESENTS, that _____, ("Seller"), for and in consideration of the mutual promises and assurances made herein, the sufficiency of which is hereby acknowledged, and other valuable consideration to be paid by the **Eagle River Water & Sanitation District** ("District"), a quasi-municipal corporation of the State of Colorado, has bargained and sold, and by these presents does grant and convey unto the District, its successors and assigns, the following property:

The water system, equipment, and related appurtenances and facilities, including all related personal property (the "Improvements"), which are constructed or otherwise acquired by Seller within the property generally known as _____, and described on Exhibit A, attached hereto and incorporated herein by reference.

To have and to hold the same, unto the District, its successors and assigns forever, and Seller, for itself, its successors and assigns, covenants and agrees to and with the District, its successors and assigns, to warrant and defend the sale of said Improvements, hereby made unto the District, its successors and assigns, against all and every person or persons whomsoever, and warrants that the conveyance of the Improvements to the District, its successors and assigns, is made free from any claim or demand whatsoever.

The Seller further agrees and assures:

1. That all of the Improvements described herein were installed in substantial compliance with the District's Rules and Regulations and applicable construction standards, and that said Improvements are in first-class working order, free from any defect whatever.
2. That no charges for materials or labor are due and payable on any of the Improvements described herein, and that Seller shall indemnify, defend, and hold the District and its agents, employees, engineers, and attorneys, harmless from and against all claims, damages, judgments, losses, and expenses of every nature, including reasonable attorney's fees, arising at any time out of any act or omission of Seller and its employees, subcontractors and their employees, and all other persons directly or indirectly involved or performing work for Seller on the Improvements described herein.
3. If within **TWO (2) YEARS** after the date of **Construction Acceptance** of the Improvements by the District, any Work is found to be defective, Seller shall promptly, without cost to the District and in accordance with the District's written instructions, within seven (7) days after the District's issuance of written instructions correct the defective Work at Seller's cost. If Seller does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the District may have the defective Work corrected or removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Seller.

