



**APPENDIX "C"**  
**SUPPLEMENT TO AGREEMENT**  
**RESPECTING THE PROVISION OF WATER**  
**AND**  
**PROVIDING OF BESSEMER IRRIGATING DITCH COMPANY STOCK**

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This Supplemental Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_, hereafter referred to as "Applicant," and the St. Charles Mesa Water District, hereafter referred to as "District."

WHEREAS, Applicant and District have entered into an Agreement Respecting the Provision of Water and Providing of Bessemer Irrigating Ditch Company Stock, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (hereafter the Initial Agreement); and,

WHEREAS, Prior to Applicant's subdivision referenced in the Initial Agreement of the real property described in the Initial Agreement (hereafter, "the subdivision" or "Applicant's subdivision"), the real property described in the Initial Agreement was irrigated with water represented by \_\_\_\_\_ shares of the Bessemer Irrigating Ditch Company (hereafter Bessemer); and,

WHEREAS, Applicant only transferred \_\_\_\_\_ shares of Bessemer stock to the District as one of the conditions for District's agreeing to provide water service to Applicant's subdivision; and,

WHEREAS, Applicant retains ownership of the remaining \_\_\_\_\_ Bessemer shares related to the subdivision (the "remaining shares"); and,

WHEREAS, District is desirous of obtaining Applicant's remaining shares of Bessemer stock so as to effect a "drying up" of Applicant's entire subdivision; and,

WHEREAS, Applicant is willing to transfer Applicant's remaining shares of Bessemer stock related to the subdivision in return for the District waiving its currently applicable tap fees for \_\_\_\_\_ 5/8 x 3/4" taps for lots in the subdivision.

NOW THEREFORE, the parties promise and agree as follows:



1. Applicant shall, within \_\_\_\_\_ days of the date of this Supplemental Agreement:
  - a. Deliver to the District, free and clear of all liens and encumbrances, Applicant's remaining shares of stock in the Bessemer Irrigating Ditch Company ("Shares"), and a special warranty deed, in a form acceptable to the District, conveying those shares to the District; and,
  - b. Execute and deliver to District an Affidavit on Use of Bessemer Ditch Shares in substantially the form attached to hereto respecting the remaining shares.
2. District shall, upon request from Applicant made within \_\_\_\_\_ years of the date of this Supplemental Agreement, effect installation of \_\_\_\_\_ 5/8 x 3/4" water taps in the subdivision and waive its then current tap fee related to the installation of those water taps.
3. There shall be no waiver of any tap fee prior to District's having received the stock certificates and special warranty deed from Applicant, and confirmation from the Bessemer Irrigating Ditch Company that the remaining shares have been transferred into the District's name upon the books and records of the Bessemer Irrigating Ditch Company.
4. All other water taps to be installed in the subdivision shall require a payment of the District's then current tap fee.
5. Applicant's obligations under this Agreement which postdate the conveyance of Applicant's stock to the District shall be deemed to survive such closing.
6. The parties agree that this Agreement or a copy of it may be recorded for record in the books and records of the Pueblo County Clerk and Recorder.
7. This Agreement shall be binding upon the parties, their heirs, successors and assigns.

In witness of this Agreement, the parties have signed it the day and year first written above.

APPLICANT(S)

ST. CHARLES MESA WATER DISTRICT

\_\_\_\_\_

By \_\_\_\_\_

David K. Simpson, District Manager

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APPLICANT ADDRESS:

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