

Waiver of Residential Access Agreement

This Agreement/Waiver is by and between Santa Fe Trail Ranch Metropolitan District (hereinafter referred to as "SFTRMD") and _____ a home/property owner of property located at _____, also designated as Santa Fe Trail Ranch Lot Number _____, (hereinafter referred to as "Property Owner") who has applied for water service from SFTRMD.

1. I, the undersigned Property Owner, acknowledge that I have been advised by SFTRMD that the testing and inspection of cisterns, service lines, and related equipment owned by Property Owner and related to obtaining water service from SFTRMD and the Santa Fe Trail Ranch Properties has been mandated by the Water Quality Control Division of the Colorado Department of Public Health and Environment in order to protect the health and safety of individuals who use a residential cistern to supply potable water for human consumption. I also acknowledge that SFTRMD is responsible only for the water delivery system up to the outlet connection of the water meter pit on the service line serving my property and that I, as owner of the property am solely responsible for the operation, maintenance, replacement, and testing of the cistern, and all water service lines, equipment, and appurtenances located on my property and subsequent to the meter pit connection. I further acknowledge that SFTRMD has provided the option for SFTRMD or its designated contractor to conduct bacteriological testing, at my expense, of my cistern and in-house taps at a minimum of one time annually including visual inspections of the cistern.

2. I, the undersigned Property Owner, hereby acknowledge that SFTRMD's offer to test my cistern is a service provided strictly for my personal information, and is in no way a promise or guarantee by SFTRMD that said cistern is compliant with state and federal regulations, nor is it a promise or guarantee of the safety and quality of water in the cistern at the time of testing or continued safety at any time.

3. (Check box if declining testing)

I, the undersigned Property Owner, hereby state that I am the owner of the property listed above and hereby waive any inspection by SFTRMD or its contractor and deny permission for SFTRMD personnel or contractor to:

A. Collect water samples for bacteriological or other contaminant testing, and

B. If necessary, conduct visual external and internal inspections of this residential cistern to determine if contamination that may have been detected by the above-mentioned bacteriological or other contaminant testing may have been introduced due to the physical condition of the cistern.

C. I understand that my decision to waive annual bacteriological testing of water taken from the residential cistern located on my property, at the address given above, may expose me, members of my family, visitors and anyone drinking water originating from this residential cistern to various types of contamination, including pathogenic, disease-

causing organisms. Further, I understand the consumption of contaminated water may result in serious illness that requires medical treatment and may potentially cause death.

4. **I ACCEPT FULL AND COMPLETE RESPONSIBILITY FOR ALL HEALTH RISKS AND CONSEQUENCES ASSOCIATED WITH CONSUMPTION OF WATER FROM THE RESIDENTIAL WATER SYSTEM/CISTERN THAT SUPPLIES WATER TO MY HOME.**

I agree to hold SFTRMD, its personnel, agents, employees, contractors, and all SFTRMD officers and directors harmless from any and all claims, demands, damages, actions and causes of action whatsoever arising out of or related to any bacteriological or other contamination that may now or hereafter exist in my residential water cistern, water service system, and in-house plumbing.

5. I, the undersigned Property Owner, acknowledge that all maintenance, testing, and use of the cistern, water service system, and in-house plumbing are hereby the responsibility of the Property Owner.

6. Under no circumstances shall SFTRMD and its successors and assigns be held liable for any damages resulting from the use of the cistern or in-house plumbing, be they health related, property related, or otherwise.

7. As used in this Agreement/Waiver, the singular includes the plural, where applicable.

SIGNED AND AGREED on this ___ day of _____, 2012.

Property Owner:

Signature

Printed Name

Property Owner:

Signature

Printed Name