

GRANT WATER AND SANITATION DISTRICT

**SURFACE DISCHARGE
UNDERDRAIN VARIANCE AGREEMENT**

This SURFACE DISCHARGE UNDERDRAIN VARIANCE AGREEMENT (the “Agreement”) is made this _____ day of _____, 20____ by and between GRANT WATER AND SANITATION DISTRICT, a Colorado special district organized and existing pursuant to C.R.S.§32-1-1001 et seq. (“GW&SD”), and _____ (“Owner”).

RECITALS:

WHEREAS, the Rules and Regulations of GW&SD require that the foundation drains for all structures within the District to be connected by gravity to GW&SD’s underdrain system; and

WHEREAS, Owner has provided to GW&SD a request stating that the residence located on the Property described below was designed and constructed in such a manner that it is not physically feasible for such structure to be connected to GW&SD’s underdrain system via gravity without extreme hardship or that the foundation drain was constructed in such a manner that it does not deliver all groundwater collected to GW&SD’s system by gravity; and

WHEREAS, Owner has submitted to the GW&SD Engineer a Request for Residential Underdrain Variance from the Rules and Regulations of GW&SD,

NOW THEREFORE, in consideration of GW&SD granting to Owner a variance from its requirement that the Owner’s foundation underdrain be connected to GW&SD’s underdrain system via gravity, and the undertakings of Owner herein, it is agreed as follows:

1. Owner’s residential structure is on real property located in the city of _____, County of _____, State of Colorado, more fully described as follows: [insert legal description] _____, _____, also known as street and number: _____ (referred to herein as the “Property”).

2. Owner acknowledges that the builder of the residence on the Property was required by the Rules and Regulations of GW&SD to design and construct the residence with a gravity connection for all the foundation drain(s) to the GW&SD underdrain system, or to obtain an approved variance from the requirements of the Rules and Regulations, and that the builder failed to do so.

3. Owner hereby agrees to be fully responsible for the proper operation and maintenance of the sump pump located on Owner’s Property and the pipe, energy dissipater where the groundwater is discharged by Owner’s sump pump, and all other elements of the discharge system installed pursuant to this variance, and maintaining the water quality of the

discharge. Owner also agrees to be fully responsible for any damage to the adjacent property onto which the discharge will be directed. Owner acknowledges that GW&SD has entered into an agreement with the owner(s) of the adjacent property onto which groundwater from Owner's Property will be discharged, and that GW&SD will incur various costs in connection with such agreement, including, but not limited to, the costs of periodic testing of the discharge water to ensure that it meets water quality requirements of the agreement, costs and expenses incurred in connection with the preparation and implementation of such agreement, costs of repairing any damage to such adjacent property, and increased maintenance incurred by such adjacent property owner (the "District Costs"). Owner acknowledges receipt of a copy of GW&SD's agreement with the owner of the adjacent property, which was recorded in the records of Jefferson County/City and County of Denver on _____ (date) at Reception No. _____. Owner agrees to comply with all of the requirements of such agreement. Owner further understands that Owner is subject to GW&SD underdrain service fee in effect from time to time. Any costs incurred by GW&SD to repair any damage to the adjacent property shall be paid solely by the owner(s) whose discharge(s) have caused the damage. Owner also agrees that no storm water, surface water, roof runoff, industrial process waters or cooling water and no pollutant or domestic or industrial wastewater of any kind shall be discharged or caused to be discharged through the ground water discharge system.

4. The recording of this agreement shall serve as notice to all current and future owners of the Property that GW&SD has approved a non gravity discharge of groundwater to the surface and to notify the current and future owner(s) of the Property of the responsibilities identified in Paragraph 3 above. This Agreement shall terminate automatically if GW&SD is obligated to terminate the discharge onto the adjacent property pursuant to the terms of GW&SD agreement with the owner of such property and may be terminated by GW&SD if the Owner violates any terms of this agreement.

5. Owner understands that the granting of this variance does not constitute a representation or warranty by GW&SD that Owner's foundation drain or the extension to permit the discharge to the adjacent property was properly designed and constructed by the builder.

6. GW&SD hereby grants to Owner a variance from its requirement that the underdrain on Owner's Property be attached to the District's underdrain system, authorizes Owner to discharge onto the adjacent property in strict compliance with the provisions of this Agreement, and approves the design and construction conditions set forth on Exhibit I attached hereto and incorporated herein by this reference.

(Owner)

(Co-Owner)

ACKNOWLEDGMENT

STATE OF COLORAD)
) ss.
_____ COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
_____, by _____, (Owners).

Witness my hand and official seal.

My commission expires:_____.

[SEAL]

Notary Public

GRANT WATER AND SANITATION DISTRICT

By: _____
Chairman

ATTEST:

Secretary