

Residential Access Agreement

This Agreement is by and between Santa Fe Trail Ranch Metropolitan District, hereinafter called SFTRMD and a home/property owner, hereinafter called Owner who has applied for a water meter service from SFTRMD for the purpose of allowing SFTRMD personnel and/or contractors access to the cistern and an appropriate tap within all dwellings on the property for the purpose of:

1. Collecting water samples as required by the Water Quality Control Division of the Colorado Department of Public Health and Environment and the Colorado Primary Drinking Water Regulations on a minimum of an annual basis for bacteriological testing, and
2. 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 testing may have been introduced due to the physical condition of the cistern.

This action 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 this residential cistern to supply potable water for human consumption.

I, _____ whose home is located at _____, also designated as Santa Fe Trail Ranch lot number _____, give my permission for SFTRMD personnel and/or contractors to:

1. Collect no less than one water sample annually for bacteriological testing, and
2. 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 testing may have been introduced due to the physical condition of the cistern,

As mandated by the Water Quality Control Division of the Colorado Department of Public Health and Environment. I understand that the sample of the water for bacteriological testing may need to be collected from a suitable location as determined by the SFTRMD personnel and/or contractor within my home. SFTRMD personnel and/or contractor shall arrange a mutually agreeable time to collect the sample, however, they must be within the schedule requirements of the Water Quality Control Division of the Colorado Department of Public Health and Environment.

3. I agree that the cost for the bacteriological test and the expense to ship the sample to a Colorado Department of Public Health and Environment approved laboratory shall be charged to my SFTRMD water bill in the quarter in which the test is conducted.

4. I acknowledge that the sole purpose of this bacteriological test is to determine if there is any contamination present in my cistern, and I further acknowledge that to the extent that any contamination may be detected, the treatment of that contamination is my responsibility and not the responsibility of SFTRMD or its' contractor. Accordingly, I agree to hold SFTRMD, its' personnel, agents, employees, contractors, officers and directors harmless from any and all claims, demands, actions, causes of actions, and damage whatever arising from or as a result of any such contamination.

5. For the purposes of this Agreement the singular includes the plural, where applicable.

AGREED

Signature

Santa Fe Trail Metropolitan District
By: _____
Name & Title

Printed Name

Signature

Date

Printed Name

Date