

SURFACE DISCHARGE UNDERDRAIN VARIANCE AGREEMENT

GWSD\Rules&Regs\L2SurfaceDischargeVarianceAgmtRevised0605.doc

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 COLORADO)
COUNTY OF) ss.

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

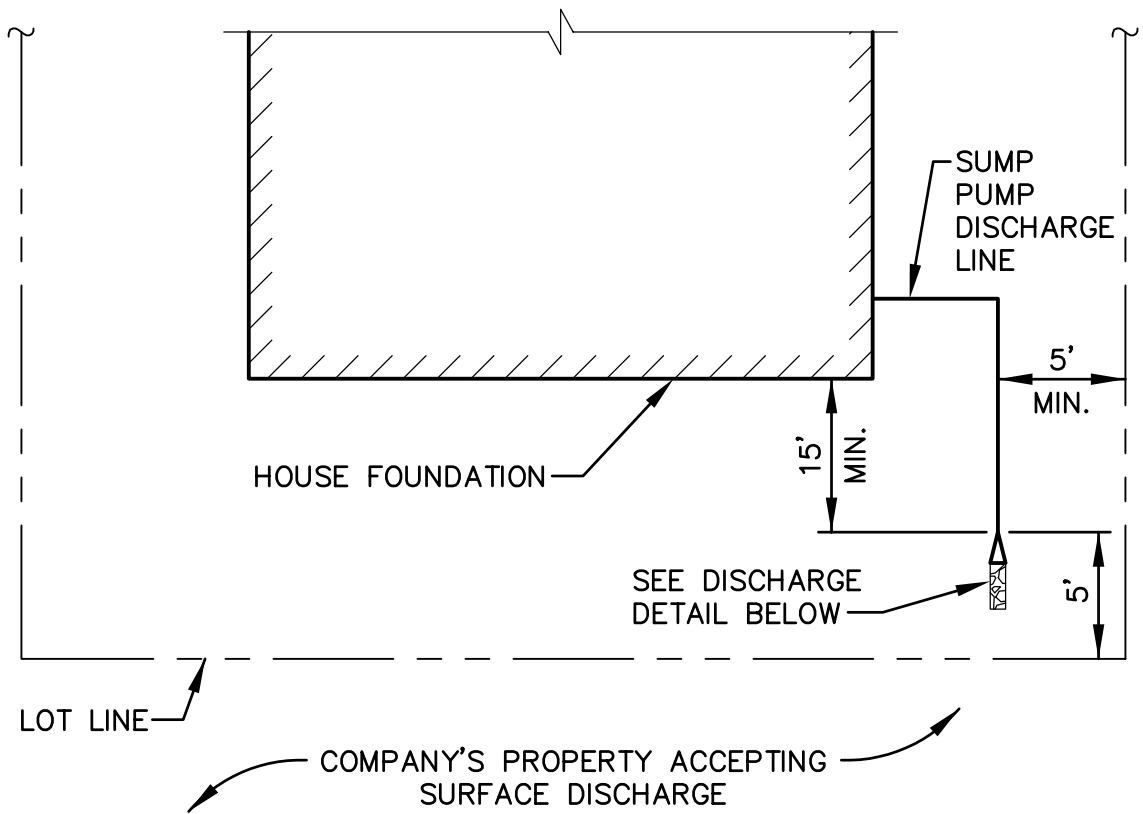
By: _____
Chairman

ATTEST:

Secretary

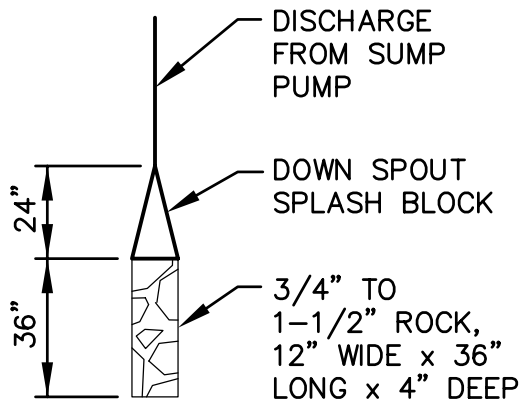
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EXHIBIT I.1



NOTES:

1. PIPE MUST BE 5' FROM SIDE PROPERTY LINE AND 5' FROM BACK PROPERTY LINE.
2. END PIPE MUST BE VISIBLE.
3. WATER MUST DRAIN AWAY FROM HOUSE AND DISCHARGE PIPE.
4. ALTERNATIVE DESIGN MAY BE PROPOSED BUT THE DISTANCES MUST BE EQUAL TO OR GREATER THAN SHOWN ABOVE.
5. THESE SKETCHES ARE INTENDED TO PROVIDE GENERAL AND CONCEPTUAL SOLUTIONS. EACH HOME OWNER MUST EVALUATE THE BEST SOLUTION FOR THEIR HOME.

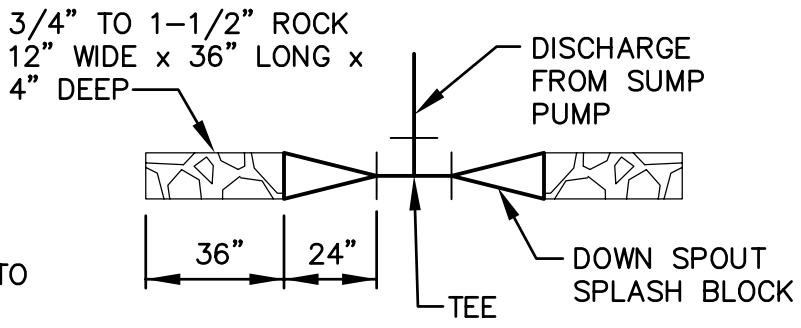
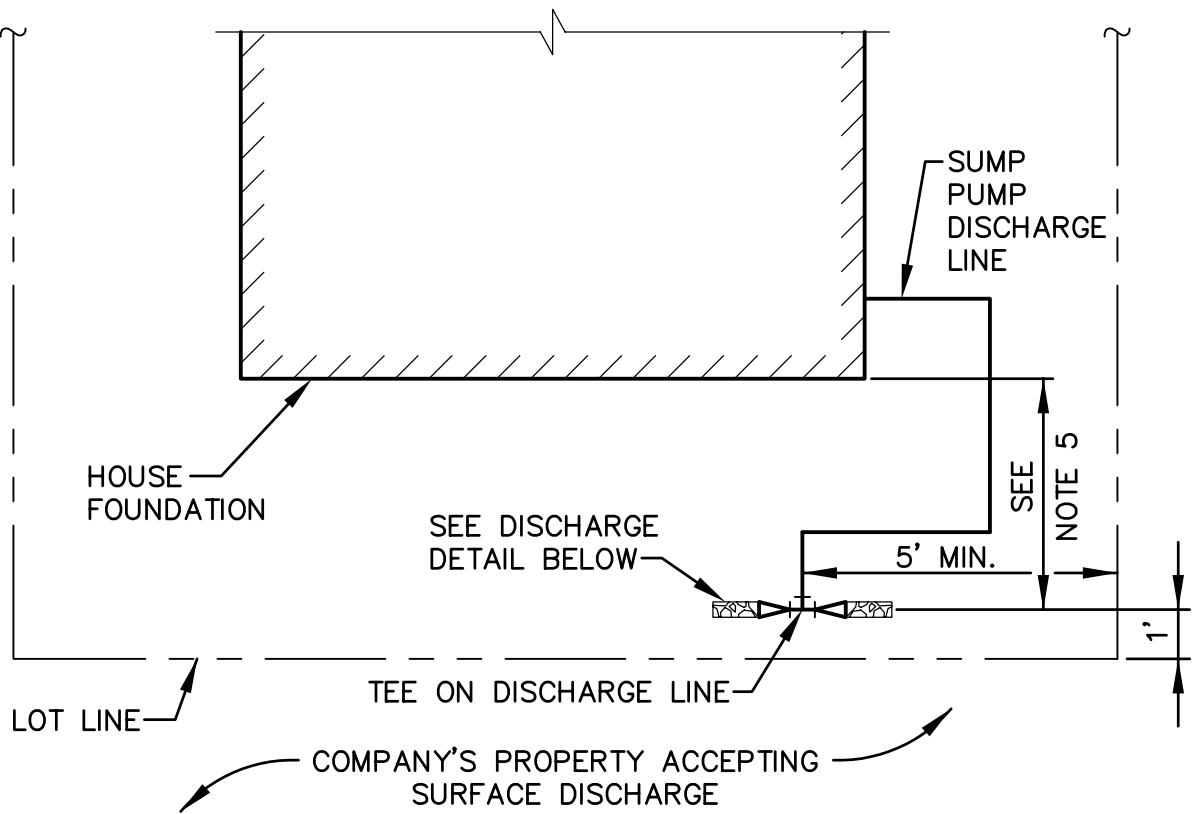


DISCHARGE DETAIL
N.T.S.

DESIGNED BY: TWR	GRANT WATER & SANITATION DIST.	S & G JOB NO: 2004018-25
DRAWN BY: DCP		FILE NO:
CHECKED BY: TWR	UNDERDRAIN DETAILS ALTERNATE I	SCALE: NONE
DATE ISSUED: 6/04		SHEET NO: 1 OF 2

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EXHIBIT I.2



NOTES:

1. DISCHARGE PIPE MUST HAVE TEE TO SPLIT FLOW.
2. END PIPE MUST BE VISIBLE.
3. WATER MUST DRAIN AWAY FROM HOUSE AND DISCHARGE PIPE.
4. ALTERNATIVE DESIGN MAY BE PROPOSED BUT THE DISTANCES MUST BE EQUAL TO OR GREATER THAN SHOWN ABOVE.
5. DISCHARGE POINT MUST BE AS FAR AWAY FROM FOUNDATION AS POSSIBLE BUT NOT CLOSER THAN ONE FOOT TO THE PROPERTY LINE.
6. THESE SKETCHES ARE INTENDED TO PROVIDE GENERAL AND CONCEPTUAL SOLUTIONS. EACH HOME OWNER MUST EVALUATE THE BEST SOLUTION FOR THEIR HOME.

DISCHARGE DETAIL
N.T.S.

DESIGNED BY: TWR	GRANT WATER & SANITATION DIST.	S & G JOB NO: 2004018-25
DRAWN BY: DCP	UNDERDRAIN DETAILS ALTERNATE 2	FILE NO:
CHECKED BY: TWR		SCALE: NONE
DATE ISSUED: 6/04		SHEET NO: 2 OF 2