

LOT OWNER AGREEMENT

This Lot Owner Agreement (the "Agreement"), dated as of _____, 200____, is between _____ whose address is set forth at the end of this Agreement (hereinafter collectively called "Owner," whether one or more), and the Morrison Creek Metropolitan Water and Sanitation District (hereinafter called the "District").

Recitals

A. Owner is the owner of the following described lot or lots at Stagecoach in Routt County, Colorado:

Lot(s) _____ at Stagecoach (such lot or lots being hereinafter called the "Subdivision")

B. Owner acknowledges that there is no central distribution water trunkline or central collection sewage disposal trunkline serving the Lot in the Subdivision. While others may install trunklines, there is no possibility that the District will construct any such lines, at its expense, within the Subdivision in the foreseeable future.

C. Owner desires to construct a single-family dwelling on the Lot. The Owner would not be permitted under existing County resolutions to construct a dwelling on the Lot in the absence of a certain Agreement between the County and the District, which Agreement requires that each lot owner at Stagecoach similarly situated to Owner shall execute this Lot Owner Agreement before obtaining a building permit.

D. OWNER HAS BEEN ADVISED THAT, UNDER THE GUIDELINES ON INDIVIDUAL SEWAGE DISPOSAL SYSTEMS PUBLISHED BY THE COLORADO STATE BOARD OF HEALTH, "SEALED SANITARY SYSTEMS" MAY ONLY BE USED FOR "LIMITED USE OCCUPANCY." TO DATE, NO DEFINITION OF "LIMITED USE OCCUPANCY" HAS BEEN PROVIDED BY THE STATE BOARD OF HEALTH.

Terms and Conditions

In order to induce Routt County to issue a building permit for the building of a single-family dwelling on the Lot, and to induce the District to provide certain sewage disposal responsibilities with respect to such Lot, the Owner covenants, promises, acknowledges and agrees with and for the benefit of the District, as follows:

1. The Owner shall not cause, or knowingly permit or allow, any water well, whether a domestic well, exempt well, or otherwise, to be drilled or installed on or adjacent to the Lot except in accordance with the following procedure and requirements:

(a) Every water well permit of any kind for a water well on or adjacent to the Lot shall be obtained not by Owner but by the District from the office of the State Water Engineer in the name of the District, but at the expense of the Owner. The Owner is responsible

for obtaining the well permit application form, completing the same, and delivering the permit application to the District. The District shall promptly notify the Owner of the action taken by the State Engineer on such application. Any exempt well permit will be limited to in-house use only.

(b) After a well permit is obtained, the drilling, completing and installing of any water well of any kind shall be the responsibility of, and all costs and expenses shall be borne and promptly paid by, the Owner.

(c) All conditional and absolute water rights for water produced or to be produced by any such water well shall be applied for by and at the cost of Owner but shall be in the name of and owned by the District. The District shall lease back to the Owner all or a portion of the water and water right of and from such water well, upon the following terms and conditions: Rental shall be \$1.00 per year; the lease shall be non-exclusive, that is, the District shall reserve the right to lease undivided portions of the water produced from such well to other adjacent lot owners, provided that the Owner shall at all times have an adequate supply of domestic water for in-house use in the dwelling on the Lot and, provided further, that any other lot owner to whom a lease is given by the District for water from such well shall first reimburse to the Owner a pro-rata share of the cost and expense of construction and installation of the well, adjusted to take inflation into account. The Owner and other Lessees of water from any well shall be jointly and severally responsible and liable for the costs and expenses of maintenance, repair, improvement and replacement of such well, and of complying with any Wellhead Protection Plan regulations of the District or of the Morrison Creek Water Activity Enterprise applicable to such well and lands surrounding such well. The District disclaims any representation or responsibility for quality, quantity or duration of water flow from any such well.

(d) If Owner shall propose to drill any water well on common area within Stagecoach which is owned by the Stagecoach Property Owners Association ("SPOA"), Owner shall first obtain the written permission of SPOA to do so. Owner hereby conveys to the District a non-exclusive access easement, 20 feet wide, on and over the Lot and any part thereof for vehicular ingress and egress from the nearest County-maintained County Road to any well hereafter installed on such Lot, which easement shall be fracturable and interests therein may be leased to adjacent lot owners in the event of lease by the District of undivided interests in the water from such well to any adjacent lot owner. Upon request of Owner after installation of any such well, such access easement may be limited by written agreement to a specific location mutually agreed to.

(e) All Lessees of water from any such well shall be jointly and severally responsible for installation, maintenance and testing of any chlorination or treatment system necessary to provide potable water and for payment of the costs thereof. The District and/or the Routt County Department of Environmental Health may from time to time test the potability of

water from any well, but the District has no liability or obligation to Owner or any Lessee or any other person in the event water from any well is unsafe or not potable at any time.

(f) As and when a central water distribution trunkline is installed by the District or the Morrison Creek Water Activity Enterprise or any other person within 400 feet of the boundary of the Lot, the Owner of the Lot shall at his cost connect the dwelling on the Lot to the water distribution trunkline by trunk line extension and service line in conformance with an extension layout from the District Manager and rules and regulations of the District, and shall pay all applicable tap-on fees and other charges due to the District and the Morrison Creek Water Activity Enterprise as a result of such connection, all within six months after such trunkline has been so installed. After such connection, the potable water system of the dwelling shall be disconnected from the well, any back-flow prevention device required by the District Manager shall be installed at Owner's cost, and use of the well to provide potable water to and within any dwelling on the Lot shall automatically and wholly cease and terminate. In the event Owner shall fail or refuse to connect to such water trunkline, then the District may, within sixty days after written notice by the Board of Directors so to do, cause such connection to be made and the costs and expenses incurred in making such connection shall be promptly reimbursed by Owner to the District. Such costs and expenses, and interest on the same at the rate of 3% per month until paid, and attorney's fees incurred by the District in collecting such costs and expenses, shall all be a perpetual lien on and against the Lot and may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens.

2. Owner shall not install or use, or knowingly permit or allow the installation or use of, any sewage or wastewater disposal means or system on the Lot or from any dwelling on the Lot except for a Sealed Sanitary System as herein described and except in accordance with the following procedures and requirements:

(a) A "Sealed Sanitary System" means a vault or other sealed sanitary system for the holding of sewage, wastewater and effluent from a single-family dwelling which does not leech or discharge on or under the land but wholly contains and holds such wastewater, sewage and effluent until pumped and removed from the site. The vault or holding tank for such system shall be constructed of reinforced concrete. The Sealed Sanitary System shall be equipped with a vault level warning system meeting the standards set forth on Exhibit "A" attached hereto.

(b) Any Sealed Sanitary System at any time placed or used on or adjacent to the Lot shall at all times be in compliance with the laws, regulations and directives of the Routt County Environmental Health Department and the Colorado State Department of Public Health and Environment.

(c) All costs and expenses of installing, improving, replacing, repairing, pumping, maintaining and inspecting any Sealed Sanitary System on or adjacent to the Lot shall be the responsibility of and promptly paid by the Owner.

(d) Owner shall maintain and keep the Sealed Sanitary System at all times in good condition, operation, order and repair and in compliance with the laws, regulations and directives of the Routt County Environmental Health Department and of the regulations, policies and directives of the District, but if Owner shall fail, refuse or neglect to do so, then District may make or cause to be made any or all necessary or proper repairs, maintenance or improvements to the Sealed Sanitary System, and all costs and expense therefor shall be promptly reimbursed by Owner to the District. Such costs and expense, and interest on the same at the rate of 3% per month until paid, and attorney's fees incurred by the District in collecting such costs and expense, shall all be a perpetual lien on and against the Lot and may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens.

(e) Every Sealed Sanitary System shall be subject from time to time to inspection by the District and/or the Routt County Environmental Health Department and/or the Health Department of the State of Colorado, and for these purposes Owner grants to agents of the District and the Routt County Environmental Health Department a license to enter upon the Lot from time to time and inspect the Sealed Sanitary System.

(f) Prior to the issuance of the building permit for the dwelling to be constructed on the Lot, there shall exist from the nearest County maintained public road to the boundary of the Lot an access road physically constructed and meeting the minimum standards for such access road as may be adopted from time to time by the District's Board of Directors. To the extent such access road does not physically exist, then the Lot Owner shall, at such Owner's sole expense, construct and provide such access road meeting such standards prior to the issuance of the building permit for the dwelling to be constructed on such Lot. Owner shall not obtain a building permit for the dwelling to be constructed until the access road required by this subparagraph has been accepted in writing by an authorized representative of the District. Prior to the actual usage of the Sealed Sanitary System on or adjacent to such Lot, the Lot Owner shall also construct and provide adequate physical access from the end of the access road at the boundary of the Lot to the physical location of such System, sufficient for a pumper truck to drive from the County-maintained public road to such System, pump such System, and return to the District's wastewater treatment plant. The Owner hereby conveys to the District a non-exclusive access easement, 20 feet wide, on and over the Lot and any part thereof, for vehicular ingress and egress from the end of the access road to the Lot from the nearest County-maintained County Road to any Sealed Sanitary System hereafter installed on such Lot. Upon request of the Owner after installation of any such Sealed Sanitary System, such access easement may be limited by written agreement to a specific location mutually agreed to. All such construction shall be at the sole cost and expense of Owner and be done to the satisfaction of the District. The Sealed Sanitary System shall be constructed

of reinforced concrete and shall have a minimum capacity of 1,250 gallons and a maximum capacity of 2,000 gallons.

(g) Prior to the issuance of the building permit for the dwelling to be constructed on the Lot, Owner shall submit to and obtain the written approval from the Manager of the District a site plan of the Owner's Lot showing at least 2-foot contour lines in the Lot, the approximate location of the driveway into such Lot and the access to the Sealed Sanitary System, the location of the proposed Sealed Sanitary System, and the location of the proposed dwelling on the Lot. Such submission will be accompanied by a submission fee of \$250 (adjusted annually for increases in the CPI). Owner will not commence construction of the Sealed Sanitary System until such site plan has been approved in writing by the District Manager.

(h) Owner is responsible and liable for regular and proper pumping of wastewater and sewage from the Sealed Sanitary System. Owner shall not permit nor allow any sewage, wastewater or effluent from a Sealed Sanitary System on the Lot to be discharged upon or within any land. No sewage, wastewater or effluent shall be removed or pumped from a Sealed Sanitary System except by a Pumper Contractor approved by the District. The District will supply a list of approved Pumper Contractors to Owner upon request. Owner shall hire an approved Pumper Contractor for pumping of the Sealed Sanitary System on a regular basis and shall cause the system to be pumped at such a frequency to prevent the system from ever exceeding eight-five percent of its capacity. In any event, Owner shall cause the system to be pumped at least semi-annually, unless specifically exempted in writing by the District.

(i) Owner shall, at Owner's sole cost, cause the Sealed Sanitary System to be pumped by a Pumper Contractor within 72 hours after oral or written notice or directive to cause such pumping has been given by an agent of the District and/or the Routt County Department of Environmental Health to Owner. Notice to Owner pursuant to this subparagraph 2(i) shall be deemed given if (i) communicated orally or delivered in writing to Owner personally, to any general agent or employee or officer or director or partner of Owner, or to any tenant or any person occupying the dwelling on the Lot, or (ii) in writing and posted on the outside door of the dwelling on the Lot for a period of 24 hours. If Owner shall for any reason fail to cause the Sealed Sanitary System to be so pumped after such notice is given, then the District may, without further notice, cause and direct a Pumper Contractor to pump sewage, wastewater and effluent from the Sealed Sanitary System and deliver the same to the District wastewater treatment plant, and the cost and expense of the District in so doing (including the dumping fee into the plant) shall be promptly reimbursed by Owner to the District upon written demand from the District. Such cost and expense, and interest on the same at the rate of 3% per month until paid, and attorney's fees incurred by the District in collecting such cost and expense, shall all be a perpetual lien on and against the Lot and may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens.

(j) As and when a central sewage disposal collection trunkline is installed by the District or the Morrison Creek Water Activity Enterprise or any other person within 400 feet of the boundary of the Lot, the Owner of the Lot shall at his cost connect the dwelling on the Lot to the sewage disposal trunkline by trunk line extension and service line in conformance with an extension layout from the District Manager and rules and regulations of the District, and shall pay all applicable tap-on fees and other charges due to the District and the Morrison Creek Water Activity Enterprise as a result of such connection, all within six months after such trunkline has been so installed. After such connection, the dwelling shall be disconnected from the Sealed Sanitary System, and use of any Sealed Sanitary System for collection and disposal of sewage, wastewater or effluent on the Lot or from any dwelling on the Lot shall automatically and wholly cease and terminate. In the event Owner shall fail or refuse to connect to such sewage disposal trunkline, then the District may, within sixty days after written notice by the Board of Directors so to do, cause such connection to be made and the costs and expenses incurred in making such connection shall be promptly reimbursed by Owner to the District. Such costs and expenses, and interest on the same at the rate of 3% per month until paid, and attorney's fees incurred by the District in collecting such costs and expenses, shall all be a perpetual lien on and against the Lot and may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens.

(k) Owner covenants and agrees to pay all charges and fees of the Pumper Contractor for pumping sewage, wastewater and effluent from the Sealed Sanitary System on or adjacent to the Lot as and when such charges and fees are billed and fall due. If not so paid within 60 days, then Pumper Contractor may assign such unpaid account to the District and District shall notify Owner of such assignment. Thereafter Owner shall promptly pay such unpaid charges and fees to the District. Such unpaid charges and expenses, and interest on the same at the rate of 3% per month from the date the same were due until paid, and attorney's fees incurred by the District in collecting such charges and fees, shall all be a perpetual lien on and against the Lot from and after any assignment of such account to the District, and such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanic's liens.

(l) Owner shall install the Sealed Sanitary System a sufficient distance from any well on or adjacent to the Lot to satisfy (i) the requirements and directives of the Routt County Department of Environmental Health, and (ii) all requirements of any applicable Wellhead Protection Plan regulations of the District or of the Morrison Creek Water Activity Enterprise.

(m) In the event of a violation of, default in or breach or failure of an Owner to comply with any provision of this Section 2, then in addition to the specific remedies provided above in the subparagraphs of this Section 2, the District shall have all remedies permitted at law and in equity and shall also have any and all of the following remedies:

- (1) The Board of Directors may order the Owner (by notice given in writing to such Owner or posted on the Owner's property) to cause the Sealed Sanitary System to be pumped by a Pumper Contractor at a frequency set by the Board but not more frequently than weekly, until such time as, in the determination of the District Manager in his sole discretion, a less-frequent pumping interval is appropriate to insure that the Sealed Sanitary System is being properly pumped and serviced in compliance with this Section 2 and so as to ensure that no discharge of effluent is made upon the land. If Owner shall for any reason fail to cause the Sealed Sanitary System to be so pumped after such notice is given, then the District may, without further notice, cause and direct a Pumper Contractor to pump sewage, wastewater and effluent from the Sealed Sanitary System on a weekly basis and deliver the same to the District wastewater treatment plant, and the cost and expense of the District in so doing (including the dumping fee into the plant) shall be promptly reimbursed by Owner to the District upon written demand from the District. Such cost and expense, and interest on the same at the rate of 3% per month until paid, and attorney's fees incurred by the District in collecting such cost and expense, shall all be a perpetual lien on and against the Lot and may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens.
- (2) The District may assess and levy a fine against the Owner of up to \$500 per day for each day such violation of, default in or breach or failure of an Owner to comply with any provision of this Section 2 shall continue. Such fines, and interest on the same at the rate of 3% per month until paid, and attorney's fees incurred by the District in collecting such fines and interest, shall all be a perpetual lien on and against the Lot and may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens. The District may collect such fines by civil action against the Owner, and in any such civil action, the District shall also recover judgment for its reasonable attorneys' fees and costs of suit in assessing, levying, and collecting such fines and foreclosing the lien for such fines.

3. The access road required to be constructed by Owner pursuant to paragraph 2(f) above shall be constructed substantially in accord with and meeting the minimum standards for such access road as may be adopted from time to time by the District's Board of Directors, and wholly within the road rights-of-way shown on the plats of subdivisions at Stagecoach, and/or within such other road right-of-way dedicated to Routt County or the District; provided, however, that Owner may situate such roadway outside of such rights-of-way if Owner first obtains a perpetual easement for the benefit of the District and Owner and their successors and assigns for all that portion of such roadway as may be so situated outside of such right-of-way. With respect to the obligation of Owner to construct such roadway, Owner shall not be required to construct that portion of any roadway of which, at the time of occupancy of any dwelling on the Lot, has been previously constructed with at least 8 inches of compacted pit run (or the equivalent) and the

gravel surface of which is at least 15 feet wide. During any period of occupancy of any dwelling on the Lot, and for 15 days after termination of any occupancy, Owner shall keep the access road constructed pursuant to paragraph 2(f) above and the roadway within the Lot to the Sealed Sanitary System (in all, the "System Roadway") free and clear of snow so that a sewage pumper truck may access the Sealed Sanitary System. Owner shall at all times keep and maintain the System Roadway in good order, condition and repair, at the sole cost and expense of Owner, unless any part of such System Roadway is accepted for public maintenance by the County. The Owner may nevertheless obtain contribution toward the costs of such maintenance and repair from other persons or lot owners utilizing any portion of such System Roadway, but the District shall not be required to look to any such person or lot owners for such responsibility of repair and maintenance of the System Roadway except to the extent any other person has executed a lot owner agreement similar hereto, in which case the responsibility and obligation of Owner to keep the System Roadway in good order, condition and repair shall be joint and several with all other lot owners executing lot owner agreements similar hereto. In the event Owner shall fail or refuse to keep the System Roadway free and clear of snow so that a sewage pumper truck may access the Sealed Sanitary System when necessary, then the District may, within 72 hours after oral or written notice or directive to cause such snow removal has been given by an agent of the District or the Routt County Department of Environmental Health to the Owner then the District may, without further notice, cause the System Roadway to be plowed of snow to permit access of a sewage pumper truck for the purpose of pumping the Sealed Sanitary System on or adjacent to the Lot, and the cost and expense of the District in so doing shall be promptly reimbursed by Owner to the District. Such cost and expense, and interest on the same at the rate of 3% per month until paid and attorney's fees incurred by the District in collecting such cost and expense, shall be a perpetual lien on and against the Lot and may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens.

4. All notices required or permitted under this Agreement, except for notices given pursuant to subparagraph 2(h), shall be in writing and shall be deemed given when delivered in person to Owner or an agent, employee, officer, director or partner of Owner or to a director of District, and shall also be deemed given when mailed, postage prepaid, addressed as follows:

IF TO THE OWNER, TO the address of Owner set forth at the end of this Agreement; and

IF TO THE DISTRICT, TO
Morrison Creek Metropolitan Water
and Sanitation District
24490 Uncompahgre Road
Oak Creek, CO 80467

Notices given by mail shall be deemed effective when deposited in the U.S. mail, regular or certified mail.

5. Owner agrees to pay to the District interest at 3% per month on all sums due and owing to the District at any time pursuant to the terms and provisions of this Agreement, plus attorney's fees incurred by the District in collecting any unpaid sums or in foreclosing any lien securing same. Any lien in favor of the District given or asserted pursuant to the provisions of this Agreement shall be made in a Statement of Lien setting forth the amounts owed and secured by the lien, that interest at 3% thereon and attorney's fees incurred in collecting such sums are also due and secured by such lien, the name of the owner of the Lot affected by such lien as shown in the public records of Routt County, and the identity of the Lot. Such Statement of Lien shall be executed and acknowledged by any director or attorney-in-fact of the District and shall be recorded in the real property records of Routt County. Any such lien shall be senior and prior to all other liens and encumbrances except (i) the lien for real property taxes and special assessments, and (ii) the lien of any first mortgage or first deed of trust of record encumbering the Lot, and notwithstanding the date of execution or recording of the Statement of Lien, such lien shall attach from and after the date when the unpaid sums became due.

6. The Vault Impact Fee for the Lot must be paid by the Owner to the District upon execution of this Lot Owner Agreement by the District. If the Owner has not obtained from the County the issuance of a single-family dwelling building permit and ISDS Permit for the Lot within 6 months after the date of execution of this Lot Owner Agreement by the District but no later than by December 30, 2011, then from and after the earlier of (i) 6 months after such execution hereof by the District or (ii) December 30, 2011, this Lot Owner Agreement shall be and become null and void and of no further force or effect, and the Owner shall not be entitled to construct or use a Sealed Sanitary System on the Lot. If the Owner obtains from the County the issuance of a single-family dwelling building permit and ISDS Permit for the Lot within 6 months after the date of execution of this Lot Owner Agreement by the District, but fails to complete construction of a fully-operational Sealed Sanitary System on the Lot within one year after issuance of the County building permit, then from and after 12 months after such issuance of such building permit for the Lot by the County, this Lot Owner Agreement shall be and become null and void and of no further force or effect, and the Owner shall not be entitled to construct or use a Sealed Sanitary System on the Lot. If this Lot Owner Agreement shall become null and void pursuant to either of the previous two sentences, then the Vault Impact Fee shall be forfeited by the Owner and shall not be refunded by the District.

7. This Agreement shall be binding upon Owner and the Owner's heirs, representatives, successors and assigns to the Lot, shall run with the Lot to the successive owners thereof, and shall inure to the benefit of the District. This Agreement shall be construed under Colorado law. This Agreement is irrevocable and binding upon Owner's execution hereof and issuance of a building permit for a dwelling on the Lot, regardless of the time of execution hereof by the District, subject to Paragraph 6 above. This Agreement may be executed by the Manager or any director or any attorney-in-fact for the District. The District will record this Agreement in the Routt County real property records.

ACKNOWLEDGEMENT OF CONDITION OF SUBDIVISION ROADS

_____ (hereinafter the "Lot Owner") is the owner of the following described property (hereinafter the "Real Property") located within the County of Routt, State of Colorado:

The Real Property is located within the _____ subdivision (hereinafter the "Subdivision"). The Real Property is accessed by one or more of the following roads within the Subdivision: _____ [list only roads for which the County has not accepted as eligible for County maintenance] (hereinafter the "Roads"). Lot Owner is aware that the Roads are dedicated to the County by the developer of the Subdivision but that the developer did not complete construction of the Roads to the satisfaction of the Routt County Board of County Commissioners and they are not considered eligible for maintenance by the County.

Lot Owner is further aware that the cost of constructing the Roads to minimum standards required by County is significant and that it is unlikely that County will either construct the Roads to those standards or accept the Roads as being eligible for County maintenance.

Therefore, Lot Owner requests that the Board of County Commissioners grant the Chief Building Official of Routt County permission to issue the appropriate building permits where the same would have otherwise been issued but for the lack of acceptable roads, on the following conditions:

County shall not be responsible or liable for construction of or maintenance of any of the Roads within the Subdivision not previously accepted by the County for maintenance. Maintenance includes but is not limited to snowplowing, grading, road repair, culvert or bridge repair.

Lot Owner hereby releases County from and shall hold County harmless from any damage or claim cost or charge that Lot Owner may have against the County by reason of the County's failure to construct or maintain any of the Roads within the Subdivision which has not been heretofore accepted by the County for maintenance purposes. Lot Owner understands that, due to the conditions of the Roads, certain services including but not limited to police, fire protection, ambulance and emergency medical care and school bus transportation may be unavailable or limited.

This Acknowledgment of Condition of Subdivision Roads is intended to be recorded in the real property records of the Routt County Clerk and Recorder and is intended to be a covenant which shall run with the Real Property. Any deed conveying the title to the Real Property must contain a reference to this Acknowledgement.

LOT OWNER HAS BEEN ADVISED THAT, UNDER THE GUIDELINES ON INDIVIDUAL SEWAGE DISPOSAL SYSTEMS PUBLISHED BY THE COLORADO STATE BOARD OF HEALTH, "SEALED SANITARY SYSTEMS" MAY ONLY BE USED FOR "LIMITED USE OCCUPANCY." TO DATE, NO DEFINITION OF "LIMITED USE OCCUPANCY" HAS BEEN PROVIDED BY THE STATE BOARD OF HEALTH. IT IS POSSIBLE THAT THE INSTALLATION AND USE OF THE SYSTEM WHICH IS THE SUBJECT OF THIS AGREEMENT MAY NOT BE PERMITTED UNDER STATE LAW AND THAT THE RESIDENCE SERVICED BY THE SYSTEM MAY BE RENDERED UNINHABITABLE AS A RESULT OF THE ENFORCEMENT OF SUCH LAW.

Lot Owner

Dated: _____

EXHIBIT "A"

VAULT LEVEL WARNING SYSTEM STANDARDS

Sealed Sanitary Systems (Vaults) shall have a warning device activated when the vault is not more than 85% full. The device shall have an electrically operated external and internal alarm compatible with the home's electrical system. The internal alarm can be either audible, visual or both. The external alarm shall have a weatherproof yellow light of at least 50 candlepower mounted atop a weather resistant post with a minimum 4 foot height. The light shall be conspicuously located and visible by ordinary means from the nearest public roadway accessible to the property. The property owner shall be responsible for keeping the warning device in operable condition at all times. A typical system would have a float switch mounted at the 85% full mark in the vault and wired to activate the alarms when tripped. The entire vault and warning system shall be subject to inspection by the Morrison Creek Metropolitan Water and Sanitation District, and/or Routt County Environmental Health Department at any time.