

**CITY OF CREEDE**  
**Residential Sewer Service**  
FOR DEEP CREEK WATER AND SANITATION DISTRICT

1. Name of applicant: \_\_\_\_\_
  
2. Address of applicant: \_\_\_\_\_
  
3. Physical address of property to be served (attach description if needed):  
\_\_\_\_\_
  
4. Number of sewer connections requested: \_\_\_\_\_
  
5. The System Development Fee for a Sewer Connection in Deep Creek is \$2,750 per connection. The fee to be collected is equal to \$2,750 x the number of connections requested in 4 above. The fee collected for this application is \$\_\_\_\_\_.
  
6. This application must be completed and be accompanied by payment in full when submitted to the City Manager. The applicant must also complete and submit a Waiver of Release and Liability, attached to this application.
  
7. Once all above-referenced requirements have been met by the applicant, the City will issue the Notification Regarding Payment of City Sewer System Development Fee and Receipt of Waiver and Release of Liability form.

Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT B

**WAIVER AND RELEASE OF LIABILITY**

We, (I), \_\_\_\_\_ Owner (Owners) of the following described property situate in Mineral County, Colorado and described as follows, to wit:

Subdivision: \_\_\_\_\_ Lot: \_\_\_\_\_ Block: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Owner Use: \_\_\_\_\_ Assigned EQR: \_\_\_\_\_ (may be amended by City)

which property is not presently connected to the Deep Creek Water and Sanitation District sewage collection system and, consequently, to the City of Creede Wastewater Treatment Plant (the "City WWTP"), as consideration for permission to connect to the collection system of the Deep Creek Water and Sanitation District (the "District") and to have sewage from the property described above treated at the City WWTP, do hereby state and agree: That we, our successors in interest, our heirs, representatives and assigns, do hereby release the City of Creede, Colorado (the "City") from any and all liability of any kind or character, arising from the Intergovernmental Agreement Regarding Wastewater Collection and Treatment (the "Agreement") between the City and the District and the operation of the City WWTP, without exception as to the type of damages or amount of damages and with the following sole exception: That we reserve the right to bring action against the City and any other appropriate parties in the event that any damages incurred by us, our successors in interest, heirs, representatives and assigns directly result from the willful, deliberate and bad faith interruption of sewage service by the City or other appropriate parties. Other than as specifically set forth above, we hereby waive any damages incurred by us as a result of the City's activities under or arising from the Agreement and release the City of all liability for any such activities.

We acknowledge that this Waiver and Release of Liability constitutes a covenant running with the property above described, and shall not cease upon my/our transfer of the above referenced property. We further agree that a copy of this Waiver and Release of Liability may be recorded in the real property records of Mineral County, Colorado, at the District's expense. A copy of the Agreement is recorded in Book \_\_\_\_ at Page \_\_\_\_ in the real property records of Mineral County, Colorado.

IN WITNESS WHEREOF, we, (I), have hereunto set our (my) hand(s) and seal(s) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF COLORADO )  
) ss.  
COUNTY OF MINERAL )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

WITNESS my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



EXHIBIT C

NOTIFICATION REGARDING PAYMENT OF  
CITY SEWER SYSTEM DEVELOPMENT FEE AND RECEIPT OF WAIVER AND  
RELEASE OF LIABILITY

Date: \_\_\_\_\_, 20\_\_

To: Deep Creek Water and Sanitation District (*via email, email delivery preferred*)

From: City of Creede

The following address is within the Service Area of the Deep Creek Water and Sanitation District  
and has applied for a sewer tap: \_\_\_\_\_  
\_\_\_\_\_

The City hereby notifies the District that (check all applicable boxes):

- The City has received the current Sewer System Development Fee ("SSDF") in the amount of \$ \_\_\_\_\_.
- The City has received an executed Waiver and Release of Liability.

In accordance with the intergovernmental agreement between the City and the District, the City shall deposit the SSDF in the Deep Creek Fund, as that term is defined in the Agreement.

Certified this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_