

**GARFIELD BAY WATER AND SEWER DIST. #82
RELEASE OF SEWER CONNECTION RIGHTS
(This is not an application for release of the LID.)**

This Agreement is made and entered into this ____ day of _____, 20____, by and between _____ (hereafter referred to as Owner) and Garfield Bay Water & Sewer District.

The Undersigned, (collectively Owner) is the owner of parcel(s) of land which boundaries are more particularly described in Exhibit "A", attached hereto and incorporated herein by reference within the jurisdiction of the Garfield Bay Water & Sewer District, (the "District").

The District formed a Local Improvement District No. 1 (sometimes referred to as LID no. 1) to finance construction of the District's wastewater collection and treatment facilities (collectively "Sewer System"), which benefits property within the boundaries of the District by collecting, transporting, and treating waste water from improvements located in the area. **The LID assessment for Exhibit "A" cannot be released and must remain with the property.**

The Parcels described in Exhibit "A" are within Local Improvements District No. 1 and have appurtenant ____ER (s) Equivalent Residence") which s/he has neither use for, nor intention to use at any time in the future, and which can be released per Rule 6 of the District Rules and Regulations. Furthermore, Rule states that a residence connected to a water source is allowed to release, transfer, or terminate that service only for specific reasons. However, once an ER is released, the Owner is not guaranteed that capacity will be available to serve the parcel in the future after the two-year holding period. This instrument shall be effective upon:

- I. The District's receipt and approval of evidence of title satisfactory to the District, showing the identity of all persons owning or having any interest in the ERU(s).
- II. Execution of this document by all persons using or having any interest in ERU(s).
- III. Recordation in the Bonner County Recorder's office.
- IV. Upon approval of the Board of all conditions associated with this transfer.
- V. All associated cost will be the burden of the applicant. Including but not limited to disconnection and/or capping of the lateral lines from the main line.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date above stated.

Owner (s) _____
Address: _____

STATE OF IDAHO)

COUNTY OF BONNER) SS.

I, _____, Notary Public in and for the State of Idaho, do Hereby certify that on this ____ day of _____, 20____, the owner listed above has personally appeared before me _____ and is known to be the individual _____ described in and who executed this Release of Sewer Connection Rights instrument and acknowledged that he/she signed the same as a free and voluntary act and for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND OFFICIAL SEAL THIS ____ DAY _____, 20____

Notary Public, State of Idaho
Residing at _____
Expiration Date _____

Garfield Bay Water & Sewer District

By: _____ Its: _____

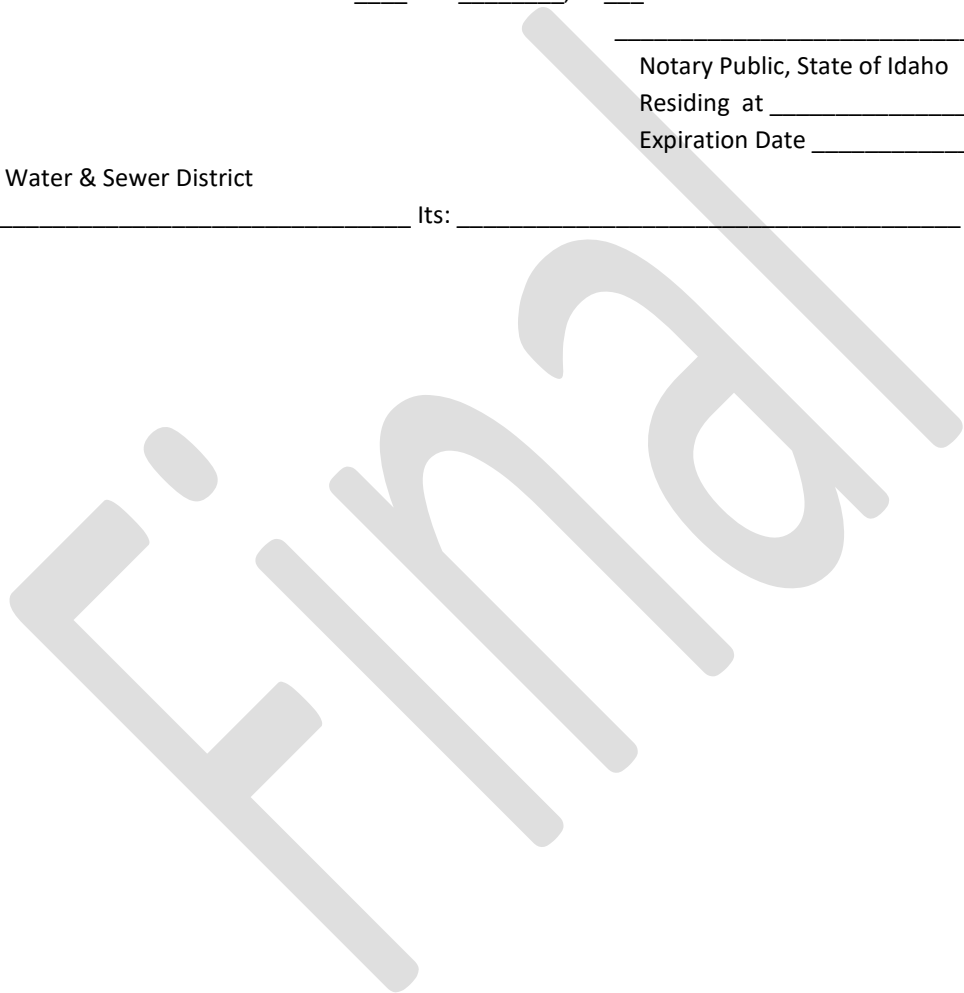


EXHIBIT A:

Parcel Number: _____

LEGAL DESCRIPTION OF PROPERTY RELEASING CONNECTION:

Final