



AGREEMENT TO REPAIR AN ON-SITE WASTEWATER TREATMENT SYSTEM

Date: _____

TCHD:

Tri-County Health Department (TCHD)
6162 South Willow Drive, Suite 100
Greenwood Village, Colorado 80111
Phone: 720-200-1670
Fax: 303-220-9208

PURCHASER:

Name: _____

Address: _____

Phone: _____
Email: _____

Current Owner: _____

Property Legal Address: _____

Property Street Address: _____

Use Permit Inspector: _____ **Date:** _____

Closing Date: _____

Each of the foregoing definitions shall be deemed a substantive part of this Agreement.

AGREEMENT

This Agreement to Repair On-site Wastewater Treatment System (“Agreement”), is made effective as of the date set forth above by and between TCHD and Purchaser.

WHEREAS, Purchaser has entered into a contract to purchase the Property from the Current Owner, which is scheduled to close on the Closing Date; and

WHEREAS, as part of Purchaser’s due diligence, and pursuant to the requirements of Section 4 of TCHD’s On-site Wastewater Treatment System (OWTS) Regulation Number O-17 (“Regulation O-17”), the On-Site Wastewater Treatment System (“OWTS”) that serves the Property was inspected by the Use Permit Inspector on the Inspection Date, and a copy of the Inspection Report issued by the Use Permit Inspector is attached hereto, and incorporate herein by reference; and



WHEREAS, as a condition to selling the property, the Current Owner is required to obtain a Use Permit for the Property under the provisions of Section 4 of Regulation O-17; and

WHEREAS, pursuant to the Inspection Report, the OWTS serving the Property is malfunctioning, such that a minor or major repair permit is required, in accordance with Regulation O-17; and

WHEREAS, the Current Owner is unable to obtain a permit and/or complete the repair(s) to the OWTS prior to the Closing Date; and

WHEREAS, the Purchaser desires to purchase the Property on the Closing Date, prior to the completion of the repairs to the OWTS and without the issuance of a Use Permit; and

WHEREAS, Purchaser agrees to complete the repairs to the OWTS, and obtain a Use Permit, subsequent to the Closing Date, pursuant to the provisions of this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements hereinafter set forth, TCHD and Purchaser agree as follows:

1. Purchaser agrees to apply to TCHD for a repair permit, if required, for the OWTS within two (2) business days subsequent to the Closing Date.
2. Purchaser agrees to complete the repairs to the OWTS serving the Property, pursuant to the requirements of Regulation O-17, within 30 days subsequent to the latter of (i) the Closing Date, or (ii) the occupancy of the Property by Purchaser.
3. TCHD agrees to issue a Conditional Use Permit for the sale of the Property which will expire within four (4) weeks subsequent to the latter of (i) the Closing Date, or (ii) the occupancy of the Property by Purchaser. Upon completion of the repairs to the OWTS, after inspection and approval by TCHD, TCHD will issue a final Use Permit for the Property
4. Purchaser acknowledges and agrees that Purchaser's failure to comply with the terms of this Agreement will cause the Department to initiate enforcement actions against Purchaser, in accordance with the provisions of O-17.
5. The terms and conditions of this Agreement shall be null and void in the event that the Purchaser does not complete the purchase of the Property.

