



**AGREEMENT TO FOREGO EXPANSION OF 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: 303-741-4021

**PURCHASER:**

Name: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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**Current Owner:** \_\_\_\_\_

**Property Legal Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Property Street Address:** \_\_\_\_\_  
\_\_\_\_\_

**Use Permit Inspector:** \_\_\_\_\_

**Use Permit Inspection Date:** \_\_\_\_\_

**Closing Date:** \_\_\_\_\_

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

**AGREEMENT**

This Agreement to Forego Expansion of an 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 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**, the OWTS is functioning adequately and any deficiencies noted in the Use Permit Inspection have been satisfactorily repaired; and

**WHEREAS**, TCHD’s records indicate that the OWTS serving the residence on the property is undersized for the current number of bedrooms in the residence.

**WHEREAS**, TCHD’s regulation O-17 requires that the OWTS be sized for the number of bedrooms in the residence; and

**WHEREAS**, the Purchaser desires to purchase the Property on the Closing Date, without expanding the OWTS; and

**NOW THEREFORE**, in consideration of the foregoing premises and the covenants and agreements hereinafter set forth, TCHD and the Purchaser acknowledges the following:

1. Purchaser acknowledges that the OWTS is undersized for the current number of bedrooms.
2. Purchaser acknowledges that, because the OWTS is undersized, it may lead to premature system failure and require repair sooner than a properly sized OWTS, and as such, Purchaser accepts full and complete responsibility thereof.
3. If at any time the Department determines that the OWTS is not functioning in compliance with the OWTS regulation, the property owner will be required to obtain a repair permit and complete any necessary repairs at Purchaser’s sole cost and expense.
4. TCHD agrees to issue a Use Permit for the sale of the Property.
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.



Signed and dated the day and year first above written.

**PURCHASER:**

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

STATE OF COLORADO            )  
  ) ss.  
County of \_\_\_\_\_        )

Subscribed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by  
\_\_\_\_\_ as Purchasers.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

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

TRI-COUNTY HEALTH DEPARTMENT

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date