



**AGREEMENT TO REPAIR AN  
INDIVIDUAL SEWAGE DISPOSAL 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: \_\_\_\_\_

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**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 Individual Sewage Disposal 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 Individual Sewage Disposal System (ISDS) Regulation Number I-11 (“Regulation I-11”), the Individual Sewage Disposal System (“ISDS”) 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 I-11; and

**WHEREAS**, pursuant to the Inspection Report, the ISDS serving the Property is malfunctioning, such that a minor or major repair permit is required, in accordance with Regulation I-11; and

**WHEREAS**, the Current Owner is unable to obtain a permit and/or complete the repair(s) to the ISDS 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 ISDS and without the issuance of a Use Permit; and

**WHEREAS**, Purchaser agrees to complete the repairs to the ISDS, 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 for the ISDS within two (2) business days subsequent to the Closing Date.
2. Purchaser agrees to complete the repairs to the ISDS serving the Property, pursuant to the requirements of Regulation I-11, within four (4) weeks 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 ISDS, 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 I-11.
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.

