



Agreement to Repair an On-site Wastewater Treatment System (OWTS)

Purchaser Name: _____

Purchaser Address: _____

Purchaser Phone: _____

Purchaser Email: _____

Current Owner (Seller): _____

Property Legal Address: _____

Property Street Address: _____

Use Permit Inspector: _____

Repair Permit Required: _____ Yes _____ No

Use Permit Inspection 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 (OWTS), is made effective as of the date set forth above by City and County of Broomfield (CCOB) and the 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 the CCOB’s On-site Wastewater Treatment System Regulation, 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 CCOB OWTS Regulation; and

WHEREAS, pursuant to the inspection report, the OWTS serving the property is in need of repair/malfunctioning, such that a minor or major repair permit is required, in accordance with CCOB OWTS Regulation; 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



PUBLIC HEALTH AND ENVIRONMENT

100 Spader Way • Broomfield, CO 80020 • 720.887.2220 • BroomfieldHealth.org • publichealth@broomfield.org

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, CCOB and Purchaser agree as follows:

1. Purchaser agrees to apply to CCOB 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 CCOB OWTS Regulation, within 30 days subsequent to the latter of (i) the closing date, or (ii) the occupancy of the property by Purchaser.
3. CCOB agrees to issue a conditional use permit for the sale of the property which will expire within 30 days 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 CCOB, CCOB 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 provision of CCOB OWTS Regulation.
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(s):

Print name

Signature

Print name

Signature

STATE OF COLORADO)
) ss.
County of _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____, 20____ by _____
_____ as Purchaser(s).

Witness my hand and official seal.

My commission expires: _____

Notary Public

Official Use Only

Reviewed By:

Date: