



AGREEMENT TO REPAIR AN ON-SITE WASTEWATER TREATMENT SYSTEM

City and County of Broomfield
Public Health and Environment Division
100 Spader Way
Broomfield, CO 80020
Phone: 720.887.2220
Fax: 720.887.2229

Purchaser
Name:
Address:
Phone:
Email:

Current Owner:
Property Legal Address:

Property Street Address:

Use Permit Inspector:

Date of Inspection:

Repair Permit Required: [] Yes [] No

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 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 City and County of Broomfield's On-site Wastewater Treatment System (CCOB OWTS) Regulation, 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 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

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 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 four (4) weeks 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 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 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 Regulations.
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: _____
Signature

Signature

STATE OF COLORADO)
) ss.
County of _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____, 20 _____

By _____ As Purchaser.

Witness my hand and official seal.
My Commission expires: _____

Notary Public

Office Use Only

| | |
|--------------------|-------------|
| Reviewed By: _____ | Date: _____ |
|--------------------|-------------|