

**AGREEMENT TO FOREGO EXPANSION OF AN ON-SITE
WASTEWATER TREATMENT SYSTEM**

Date: _____

Health Department	Purchaser
Douglas County Health Department (DCHD) 410 S Wilcox St. Castle Rock, CO 80104 Phone: 720-643-2400	Name: _____ Address: _____ _____ Phone: _____ Email: _____

Current Owner: _____

Property Legal Address:

Property Street Address:

Use Permit Inspector: _____

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 DCHD 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 DCHD’s On-site Wastewater Treatment System (OWTS) Regulation Number 22-01 (“Regulation 22-01”), 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 22-01; and

WHEREAS, the OWTS is functioning adequately and any deficiencies noted in the Use Permit Inspection have been satisfactorily repaired; and

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

WHEREAS, DCHD’s regulation 22-01 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, DCHD 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. DCHD 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

DOUGLAS COUNTY HEALTH DEPARTMENT

Print

Signature

Date