



AGREEMENT TO LIMIT OCCUPANCY OF DWELLING OR STRUCTURE

AGREEMENT made and entered into this ____ day of _____, 20____, by and between

Purchaser 1 (print name)

and

Purchaser 2 (print name)

(the “Purchasers”) and the Summit County Environmental Health (“Department”).

RECITALS

Owner 1 (print name)

and

Owner 2 (print name)

is (are) the owner(s) of certain real property and improvements (“Property”) described as follows:

LEGAL DESCRIPTION: _____

More commonly known and referred to as:

PHYSICAL ADDRESS: _____

As a condition to selling the Property, the owners were required to obtain a use permit for the Property under the provisions of the Department’s Onsite Wastewater Treatment System Regulation (“Regulation”).

The Property is not served by a water carried sewage system, i.e. a system for on-site collection, treatment and subsurface disposal of sewage that includes all or a portion of the following plumbing fixtures: a kitchen sink, a bathroom sink, a shower or tub, and a flush water closet.

The Regulation defines such properties as “Limited Use Occupancy” and prohibits the occupancy of such dwellings or structures except on a limited basis, i.e. less than 90 consecutive days per year or no more than 120 total days per year.

The Purchasers are desirous of proceeding with their purchase of the Property subject to the limitations on occupancy as set forth in the Regulations, and the Department is desirous of permitting them to do so subject to the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration the mutual receipt and sufficiency of which is hereby mutually acknowledged by the parties, the parties agree as follows:

1. Purchasers agree to limit the occupancy of the Property to no more than 90 consecutive days per year or no more than 120 total days per year, until such time a water carried sewage system, which complies with the Department's Onsite Wastewater Treatment System Regulation of an acceptable design to serve the dwelling or structure, is permitted, installed, inspected and approved by the Department.
2. The Department agrees to issue a Use Permit in accordance with section 10 of the Regulations.
3. The Department does not guarantee, warranty or represent that it will be possible to design and install a water carried sewage system for this Property or that the Property is suitable for anything other than Limited Use Occupancy use.
4. Purchasers/Owners agree to cease and desist use of the Property if any of the requirements of this agreement have not been met. Purchasers/Owners acknowledge that their failure to honor the terms of this Agreement may result in the Environment Health Department initiating further enforcements actions against them, including daily civil penalizes, costs of enforcement including attorney's fees and/or injunctive relief precluding the use of the Property unless and until repairs are completed.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to 121

Dated the day and year first above written.

_____ (Purchaser #1 Signature) _____ (Print Name)

STATE OF COLORADO
 COUNTY OF SUMMIT
 The foregoing instrument was acknowledged before me this ____ day of _____, 20__.

Witness my hand and official seal.

 Notary Public Signature
 Commission Expiration: _____

_____ (Purchaser #2 Signature) _____ (Print Name)

STATE OF COLORADO
 COUNTY OF SUMMIT
 The foregoing instrument was acknowledged before me this ____ day of _____, 20__.

Witness my hand and official seal.

Notary Public Signature
Commission Expiration: _____

CONTACT PERSON and phone _____

SUMMIT COUNTY GOVERNMENT

Scott Vargo, County Manager