



**BOULDER COUNTY PUBLIC HEALTH
ONSITE WASTEWATER TREATMENT SYSTEM
EASEMENT AND MAINTENANCE AGREEMENT**

This Onsite Wastewater Treatment System (OWTS) Easement And Maintenance Agreement is made and entered into this _____ day of _____, 20____, by and between _____ (“Grantee”-insert the names of all owners of record of property owned by the Grantee; the grantee is the party receiving the benefit of the easement from the Grantor) and _____ (“Grantor”- insert the names of all owners of record of property owned by the Grantor; the Grantor is the party granting the easement to the grantee), and

WHEREAS, Grantee is the owner of the following described real property located in the County of Boulder, State of Colorado. (Insert correct legal description of property owned by Grantee);

and,

WHEREAS, Grantor is the owner of the following described real property located in the County of Boulder, State of Colorado. (Insert correct legal description of property owned by Grantor):

and,

WHEREAS, Grantee desires to install, maintain, and repair, if and when necessary, an Onsite Wastewater Treatment System (OWTS) which will provide for the treatment and disposal of all sewage from the residence owned by Grantee on property owned by Grantor.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties grant and convey and agree as follows:

1. Grantor grants a perpetual easement to Grantee, his heirs, successors, and assigns, to install, maintain, and repair, if and when necessary, an Onsite Wastewater Treatment System (OWTS) on, over, and across the following described property. (Insert correct legal description of portion of the Grantor’s property upon which the easement will be located):

2. Grantor grants and conveys to Grantee a perpetual easement on, over and across the property owned by Grantor to allow the Grantee access to the Onsite Wastewater System located on the property described in paragraph 1 above for the purpose of maintaining and repairing the Onsite Wastewater Treatment System (OWTS).
3. Grantee has the sole responsibility to install, maintain, and repair, if and when necessary, all outfall lines, distribution boxes, septic tanks, and other equipment used as a part of the Onsite Wastewater Treatment System (OWTS) which is installed or located on Grantor's property.
4. Future maintenance and repair of the absorption field shall be the responsibility of Grantee.
5. No permanent construction of any kind shall be made upon the OWTS or upon the property described in paragraph 1 of this agreement so long as this agreement remains in effect.
6. This Easement and Maintenance agreement shall run with the respective lands and shall be binding upon the parties' heirs, successors, grantees and assigns, and shall remain in full force and effect until mutually revoked and rescinded in writing executed by the parties to this agreement or their heirs, successors, and assigns, and by Boulder County Public Health. The parties agree that this Easement and Maintenance agreement shall be recorded with the Clerk and Recorder of Boulder County, State of Colorado.

Dated this _____ day of _____, 20__.

STATE OF COLORADO)

)ss.

COUNTY OF BOULDER)

Subscribed and sworn to before me this _____ day of _____, 20__, by _____.

Witness my hand and official seal.

My commission expires:

Notary Public

GRANTOR

STATE OF COLORADO)

)ss.

COUNTY OF BOULDER)

Subscribed and sworn to before me this _____ day of _____, 20__, by _____.

Witness my hand and official seal.

My commission expires:

Notary Public

GRANTEE