



**Vacant Land Addendum**



This Addendum is attached to and made a part of a certain Purchase Agreement between the undersigned parties dated \_\_\_\_\_ covering property commonly known as \_\_\_\_\_

**ALL PARTIES SHALL INITIAL ANY CLAUSE WHICH IS PART OF THIS PURCHASE AGREEMENT**

**All following conditions on this Addendum shall not commence until the Purchaser is furnished with a copy of a commitment of title insurance subject to all title-related provisions of the Purchase Agreement.**

Purchasers	Sellers
Initials	Initials

1. \_\_\_\_\_ **SURVEY:** This offer is contingent upon the Purchaser’s review and approval of a  **New**  **Existing** staked boundary survey by a registered land surveyor at the  **Purchaser**  **Sellers** expense within \_\_\_\_\_ days from final acceptance of this offer. If the Seller or Seller’s Broker does not receive written notice from the Purchaser of their dissatisfaction regarding such survey within \_\_\_\_\_ days from the Purchaser’s receipt of the survey, this contingency will be considered satisfied and this purchase agreement shall be binding without regard to said survey. If the Seller or Seller’s Broker does receive a written notice of objection within the time period provided, this sale shall be null and void and all earnest monies shall be refunded to Purchaser.
  
2. \_\_\_\_\_ **LAND SPLITS:** If the land is being split from A LARGER PARCEL, Seller agrees to immediately obtain approval, at Sellers expense, from all the proper governmental agencies, and provide proof that the property meets all governmental requirements to split and is in compliance with Land Division Act 1996 P.A. 591 and 1997 P.A. 87 and any amendments thereof. (Refer to “Unplatted Land Addendum”) If Seller cannot obtain split approval within 60 days from acceptance, at the Purchasers option, can declare this offer null and void and deposit returned.
  
3. \_\_\_\_\_ **EXISTING WELL and/or SEPTIC:** Purchaser and Seller understand that the property has an existing well and/or septic system and is subject to the appropriately related provisions of the Purchase agreement.
  
4. \_\_\_\_\_ **WATER WELL:** This offer is contingent upon the Purchaser obtaining satisfactory water well. Well drilling shall be ordered at Purchasers expense within five (5) days of the removal of paragraph/condition (insert numbers) \_\_\_\_\_ on this Addendum. Purchaser agrees to escrow with (name of escrow agent) \_\_\_\_\_ in a non-interest-bearing account, prior to drilling an amount equal to the highest estimate given by the well-driller. If actual cost exceeds the escrowed amount, Purchaser agrees to bear any additional costs. If a satisfactory well is not obtained within 60 days of drilling, this offer may be declared null and void and the deposit returned. In any event, if all conditions to this Addendum have not been met within 75 days of the acceptance of this offer, then this offer can be declared null and void by either party and the deposit returned. However, if water well drilling has begun but not finalized, Seller shall grant an extension of fifteen (15) days from completion of the well, if necessary. Purchaser shall have a period of four days from receipt of report to reject or waive the result of any such inspection in writing and deliver to Selling Broker. Any such written rejection shall terminate this agreement of sale and entitle Purchaser to the return of their earnest money deposit. If a written rejection is not received by the Broker within such time period, the Purchaser will proceed to closing.

If property has an existing well and/or septic, the provisions of the Well and Septic Addendum to the Purchase Agreement will prevail.

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5. \_\_\_\_\_ **PERK TEST:** This offer to purchase is contingent upon a Perk Test being conducted by the County Health Department within \_\_\_\_\_ days after acceptance of this offer to purchase. Said inspection to be made at  **Purchaser's expense**  **Seller's expense.**

The results of the Perk Test shall be to the Purchaser's satisfaction with the proposed septic field otherwise Purchaser has the option to declare sale null and void, and their deposit to be returned forthwith. Any cost below this figure is deemed acceptable. A copy of the Perk Test results is to be given to the Seller/Agent. (Notification of the parties is governed by the above-referenced Purchase Agreement )

6. \_\_\_\_\_ **SOIL TESTING & ENVIRONMENTAL DISCLOSURE:** Seller states to the best of his/her knowledge that the property being sold does not sit over or next to a current or abandoned landfill, toxic waste site, nor have any underground storage tanks on the property. Purchaser is advised to check with the local township, county, or federal agencies for precise information regarding environmental conditions affecting this property. Purchaser is aware that he/she may have an environmental evaluation made at their expense within thirty (30) days of final acceptance of this Agreement of Sale. If Selling Broker does not receive written notification within thirty (30) days of Purchaser dissatisfaction with regard to evaluation, this contingency will be considered satisfied and this Agreement of Sale binding without regard to said evaluation.

7. \_\_\_\_\_ **UNDERGROUND STORAGE TANKS:** Seller states there  **is**  **is not** an underground/above-ground storage tank and further agrees to have the ground surrounding the tank(s) evaluated for soil contamination within \_\_\_\_\_ days of final acceptance of Agreement. If it is determined that soil was contaminated and cost for cleanup exceed \$ \_\_\_\_\_ Seller may declare this offer null and void and earnest money deposit returned to Purchaser.

8. **LIABILITY OF PURCHASER FOR DAMAGE:** Purchaser agrees, at Purchaser's own expense, to restore the property to substantially the same condition as existed before testing by Purchaser.

9. **PUBLIC UTILITY CONNECTIONS:** Purchaser shall have \_\_\_\_\_ days to confirm where public utilities are available and satisfactory to Purchaser.

10. Brokers make no warranties nor assume any responsibility regarding environmental conditions affecting the property. Purchaser and Seller agree to hold Brokers harmless from any problems that may arise at any future date and free of any claims, litigation costs, or expenses.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Purchaser)

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(Witness)

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(Purchaser)

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(Witness)

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(Seller)

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(Witness)

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(Seller)