



## Vacant Land Addendum

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

Purchase Agreement Date \_\_\_\_\_ This Addendum is attached to and made a part of said Agreement.

### Check all that apply.

\_\_\_ **1. SURVEY.** This offer is contingent upon the Purchaser's review and approval of a \_\_\_ NEW or \_\_\_ EXISTING stake boundary survey by a registered land surveyor at the \_\_\_ PURCHASERS or \_\_\_ SELLERS expense within (14) or \_\_\_\_\_ calendar days from acceptance of this offer. If the Purchaser does not notify the Seller in writing within (7) or \_\_\_\_\_ calendar days from the Purchaser's receipt of said survey that the Purchaser is dissatisfied with the results of the survey, then this agreement shall be binding without regard to said contingency. If the Purchaser notifies the Seller in writing within the time frame stipulated that the Purchaser is NOT satisfied with the results of the survey, then Purchaser may declare this Agreement null and void and the deposit shall be refunded to the Purchaser in full.

\_\_\_ **2. LAND SPLITS.** If a parcel of land is being split, Seller(s) agrees, at their expense, to immediately obtain approval, from all the proper governmental agencies, and to provide proof that the property meets all governmental requirements to split and that it is in compliance with Land Division Act 1996 P.A. 591 and 1997 P.A. 87 and any amendments thereof. If Seller cannot obtain split approval within 60 or \_\_\_\_\_ calendar days from acceptance, at Purchaser's option, Purchaser can declare this Agreement null and void and the deposit shall be refunded to Purchaser in full. (Refer to #3 Unplatted Land)

\_\_\_ **3. UNPLATTED LAND.** The Grantor/Seller grants to the Grantee/Buyer the right to make \_\_\_\_\_ division(s) under section 108 of the Land Division Act 1967 P.A. 228. The Seller and the Purchaser are advised that the number of divisions inserted in this statement may represent a maximum number of divisions being conveyed, and shall not be construed as a guarantee of the right to make all of those divisions under section 108 of the Land Division Act. Other factors including land conditions and local ordinances may prohibit or reduce the number of divisions permitted for any given tract or parcel. The Seller and purchaser further acknowledge that they are not relying upon any oral or written statements by the Broker or Salesperson as to the number of divisions permissible for the property, and that any number inserted by the Broker or Salesperson is at the direction of the Seller. Both Seller and Purchaser acknowledge that they have been advised to seek the advice of a professional to assist them in determining the correct and most beneficial number of divisions to convey.

\_\_\_ **4. WELL AND/OR SEPTIC.** If the property is served by a well and/or septic system, Seller shall provide at Seller's expense, an inspection report by the County Health Department or other qualified inspector(s). If the results of the inspection report do not meet or exceed minimum County Health Department standards, then Seller agrees to, at Seller's expense make any required repairs or arrangements necessary to bring the well and/or septic system up to minimum County Health Department standards. Seller shall deliver a satisfactory inspection report to Purchaser prior to closing. If Seller is unable or unwilling to provide the Purchaser an inspection report showing the well and/or septic system meets or exceeds minimum County Health Department standards, then Purchaser may declare this Agreement null and void and the deposit shall be refunded to the Purchaser in full.

\_\_\_ **5. PERK TEST.** This offer is contingent upon a Perk Test being conducted by the County Health Department within (14) or \_\_\_\_\_ calendar days from acceptance of this offer. Said inspection to be completed at \_\_\_ Sellers or \_\_\_ Purchasers expense. Purchaser will have (7) or \_\_\_\_\_ calendar days to review the results of the Perk Test. Unless the Purchaser notifies the Seller in writing within the time frame stipulated that the Purchaser is dissatisfied with the results of said Perk Test, this agreement shall be binding without regard to said contingency. If the Purchaser notifies the Seller in writing within the time frame stipulated that the Purchaser is NOT satisfied with the results of said Perk Test, then Purchaser may declare this agreement null and void and the deposit shall be refunded to the Purchaser in full.

\_\_\_ **6. SOIL TESTING AND ENVIRONMENTAL DISCLOSURE.** Seller(s) states to the best of their knowledge that the property being sold does not sit over or next to a current or abandoned landfill, toxic waste site, or have any underground storage tanks on the property. Purchaser acknowledges that Broker recommends Purchaser should check with the local township, county or federal agencies for precise information regarding environmental conditions affecting this property. Purchaser(s) is aware that they may have an environmental evaluation conducted at their expense within (30) or \_\_\_\_\_ calendar days from acceptance of offer. Unless the Purchaser notifies the Seller in writing within the time frame stipulated that the Purchaser is dissatisfied with the results of said environmental evaluations, this agreement shall be binding without regard to said contingency. If the Purchaser notifies the Seller in writing within the time frame stipulated that the Purchaser is NOT satisfied with the results of said environmental evaluations then Purchaser may declare this agreement null and void and the deposit shall be refunded to the Purchaser in full.

\_\_\_ **7. UNDERGROUND STORAGE TANKS.** Seller states there is an underground/above ground storage tank and further agrees to have the ground surrounding the tank(s) evaluated for soil contamination within (30) or \_\_\_\_\_ calendar days from acceptance of offer. If it is determined that the soil is contaminated and the cost for clean up exceeds \$ \_\_\_\_\_, Seller may declare this Agreement null and void and the deposit shall be refunded to the Purchaser in full.

\_\_\_ **8. HOLD HARMLESS.** Purchaser and Seller acknowledge that no representation, promises, guaranties, or warranties of any kind as to the environmental conditions affecting this property were made by Listing and/or Selling Broker and/or their Salespeople and/or their employees. Purchaser and Seller hold Listing and/or Selling Broker and/or their Salespeople and/or their employees, respectively, harmless and do hereby indemnify them against all claims, actions or suits for damage of any nature whatsoever arising from their actions regarding this Addendum or said Purchase Agreement.

\_\_\_ **9. MICHIGAN RIGHT TO FARM ACT.** Purchaser acknowledges that this property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

\_\_\_ **10. PUBLIC UTILITY CONNECTIONS.** Purchaser shall have (14) or \_\_\_\_\_ calendar days to confirm where the public utility connections are available and that they are satisfactory to Purchaser. Unless the Purchaser notifies the Seller in writing within the time frame stipulated that the Purchaser is dissatisfied with the results of said public utility connections and availability, this agreement shall be binding without regard to said contingency. If the Purchaser notifies the Seller in writing within the time frame stipulated that the Purchaser is NOT satisfied with the results of said public utility connections and availability, then Purchaser may declare this agreement null and void and the deposit shall be refunded to the Purchaser in full.

\_\_\_ **11. PURCHASER LIABILITY.** Purchaser agrees, at Purchaser's own expense, to restore the property to substantially the same condition as existing before any testing by Purchaser.

\_\_\_ **12. SELLER'S DISCLOSURE STATEMENT.** Purchaser(s) acknowledges that they have received from Seller, a Seller's Disclosure Statement for Vacant Land. Seller acknowledges that said Statement is true and accurate to the best of Seller knowledge. Purchaser acknowledges that the information provided in the Seller's Disclosure Statement and any other property disclosure statements are (a) based on Seller's knowledge and is not a warranty of any kind by Seller, Listing or Selling Brokers and their Salespeople; (b) not a substitute for any inspections or evaluations Purchaser may wish to obtain; (c) provided solely by Seller and is not a representation made by Listing or Selling Brokers and their Salespeople.

\_\_\_ **13. ADDITIONAL CONDITIONS.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Purchaser / Date:

\_\_\_\_\_  
Seller / Date:

\_\_\_\_\_  
Purchaser / Date:

\_\_\_\_\_  
Seller / Date:

\_\_\_\_\_  
Witness / Date:

\_\_\_\_\_  
Witness / Date: