

The Larsen Company Real Estate

# ON-SITE WASTEWATER TREATMENT FACILITY ADDENDUM

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1 Buyer: \_\_\_\_\_  
 2 Seller: DUANE P. PIRKL TRUSTEE OF DUANE P. PIRKL TRUST DATED  
 3 Property/Premises Address: NOV 25 2003  
 4 Assessor's #: \_\_\_\_\_  
 5 Date: \_\_\_\_\_

6 The following additional terms and conditions are hereby included as a part of the Contract between Buyer and Seller for the above referenced  
 7 Property/Premises.

8 One or more On-Site Wastewater Treatment Facility (conventional septic or alternative system) (the "Facility") has been installed on the  
 9 Property/Premises. The Arizona Department of Environmental Quality ("ADEQ") rules require a pre-transfer inspection by Seller.

10 **Facility Inspection:** Seller shall have the Facility inspected at Seller's expense within six (6) months prior to Close of Escrow, but no later  
 11 than twenty (20) days or \_\_\_\_\_ days after Contract acceptance. The Facility inspection shall be completed by an inspector recognized by the  
 12 applicable governmental authority as qualified to inspect the type of Facility installed on the Property/Premises.

13 **Conventional Septic System Pumping:** If the Facility is a conventional septic system or alternative system that uses a septic tank, prior  
 14 to Close of Escrow it shall be pumped at Seller's expense to remove, to the maximum extent possible, solid, floating, and liquid waste  
 15 accumulations, unless: (i) a Discharge Authorization for the Facility was issued and the Facility was put into service within twelve (12) months  
 16 before the transfer of ownership inspection; (ii) pumping or servicing is not necessary based on the manufacturer's written operation and  
 17 maintenance instructions; or (iii) no accumulation of floating or settled waste was present in the septic tank or wastewater container.

18 **Document Delivery:** Within twenty (20) days or \_\_\_\_\_ days after Contract acceptance, Seller shall provide Buyer with: (i) the Report of  
 19 Inspection form completed by a qualified inspector; and (ii) any other documents in Seller's possession that relate to the permitting or operation  
 20 and maintenance of the Facility (collectively the "Facility Documents").

21 **Repair Costs:** If the Facility is "Not Functional" per the Report of Inspection and/or cannot be certified by the applicable government authority,  
 22 Seller shall pay to repair the Facility provided that such repairs do not exceed one percent (1%) of the purchase price or \$ \_\_\_\_\_  
 23 If repair costs exceed the amount that Seller agrees to pay: (i) Buyer may immediately cancel this Contract; or (ii) Seller may cancel  
 24 this Contract unless Buyer agrees in writing to pay such costs in excess of the amount that Seller is obligated to pay.

25 If the Facility is "Functional with concerns" per the Report of Inspection, Buyer and Seller acknowledge and understand they may, but are not  
 26 obligated to, engage in negotiations for repairs/improvements to the Facility.

27 **Buyer Disapproval:** By delivering to Seller a signed notice, Buyer may cancel this Contract within the Inspection Period or five (5) days after  
 28 receipt of the Facility Documents, whichever is later, and be entitled to a return of the Earnest Money. Prior to expiration of the specified time  
 29 frame, Buyer and Seller may, but are not obligated to, engage in negotiations for repairs/improvements to the Facility. Buyer's failure to deliver  
 30 a signed notice of cancellation within the specified time period shall conclusively be deemed Buyer's election to proceed with the transaction  
 31 without repairs/improvements to the Facility.

32 **Notice of Transfer:** Buyer shall deliver to Escrow Company a completed ADEQ Notice of Transfer of Ownership of an On-Site Wastewater  
 33 Treatment Facility form (the "Notice of Transfer") prior to Close of Escrow. Escrow Company is instructed to file the Notice of Transfer and the  
 34 filing fee(s) with the applicable governmental authority at Close of Escrow.

35 **Notice of Transfer Filing Fee:** The Notice of Transfer Filing Fee and any other Facility transfer of ownership fees shall be paid by:  
 36  Buyer  Seller  Split evenly between Buyer and Seller

37 **Additional Terms:** \_\_\_\_\_  
 38 \_\_\_\_\_  
 39 \_\_\_\_\_

40 BUYER'S SIGNATURE \_\_\_\_\_ MO/D/YR \_\_\_\_\_ BUYER'S SIGNATURE \_\_\_\_\_ MO/D/YR \_\_\_\_\_  
 41 SELLER'S SIGNATURE DUANE P. PIRKL MO/D/YR 5/22/19 SELLER'S SIGNATURE \_\_\_\_\_ MO/D/YR \_\_\_\_\_

### For Broker Use Only:

Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
 MO/D/YR

