

CONTRACT FOR SALE OF REAL PROPERTY

Water and Sewer Rider

Seller(s): _____

Purchaser(s) _____

Property: _____

The following additions and/or modifications shall be made to the above referenced contract if the initials of all parties are placed at the beginning of such provision:

I. The Seller represents that the premises sold are served by private water _____ and/or private sewage _____ facilities. If the premises sold are serviced by private sewage or water facilities, the Seller represents that such facilities are adequate in fact for all uses that the Seller is making of the premises. The Seller also represents that the quality and quantity of water produced from any private well serving the premises are adequate in fact for all uses that the Seller is making of the premises. The Purchaser may inspect the premises to determine the accuracy of these representations, or may request that the Seller provide the Purchaser with a current Chautauqua County Health Department water-sewage survey at the Seller's expense. If such facilities are found to be inadequate, the Purchaser may, at his option, cancel this contract, but the effectiveness of the cancellation shall be delayed for a period of ten (10) days during which the Seller may make any necessary repairs or legally permissible changes to reach a level of adequacy as hereinafter defined, and if he shall do so, the cancellation shall be ineffective. Adequacy shall mean in such condition as to require no repairs or changes, either as the result of inspection, or were there to be inspection, of the facilities by the Chautauqua County Department of Health and shall not mean compliance with current standards for new installations. Except where the parties have otherwise agreed in writing, no remedy for violation of this representation contained in this paragraph or of any express or implied covenants or conditions of the contract having to do with the sewage or water shall survive the recording of the deed; and the Purchaser's right of inspection and his conditional right to cancel shall be exclusive remedies.

II. Well Inspection Contingency: Within _____ days following full execution of this contract by all parties. Purchaser shall have the option to have the flow from the water well serving the premises tested by an inspector of Purchaser's choice at Purchaser's cost and expense. Without the express consent of the Seller, no inspection or test shall be conducted which would result in physical damage to the property. If the results of the test are unacceptable to the Purchaser for any reason whatsoever, Purchaser shall notify Seller or Seller's attorney in writing. (The results need not be disclosed.) In such case, either party may cancel this contract. ***Purchaser's notice of unacceptable results must be received by Seller or Seller's attorney before the expiration of the inspection period.*** If the Purchaser's notice of unacceptable results is not received by the Seller or Seller's attorney before the end of the inspection period, this inspection contingency is deemed waived by Purchaser.

III. Post-Closing Septic System Escrow: The parties agree to the following provisions for the inspection and approval by the Chautauqua County Health Department of the private sewage system serving the premises after closing:

1. The Seller agrees to order an inspection by the Chautauqua County Department of Health of the septic system serving the premises.
2. The Purchaser agrees to cooperate with the making of such inspection including reasonable entry to the premises by representatives of the Chautauqua County Department of Health for such purposes.
3. The Seller authorizes the attorney for the Purchaser, _____
(hereinafter referred to as *escrow agent*) to withhold _____ Dollars (\$ _____) in escrow from funds otherwise paid to the Seller upon closing. The parties agree that such funds will be release to the attorney for the Seller, _____, upon the provision to escrow agent of a report of the Chautauqua County Department of Health evidencing satisfactory private septic disposal system upon the premises, or they shall be released to the Purchaser in accordance with Paragraph 5 hereof.
4. The Seller shall order the inspection of the septic system serving the premises no later than _____, 20 _____ and shall cause any indicated repairs, including final grading and seeding, to be completed no later than _____, 20 _____.
5. If a satisfactory septic system report is not received by escrow agent by _____, 20 _____ escrow agent is directed to release the amount held by escrow agent in escrow to the Purchaser, and the Purchaser shall apply such funds to the inspection and repair of the septic system on the premises sufficient to obtain approval of such system by the Chautauqua County Department of Health. The Purchaser shall pay the Seller any excess of such funds over the cost of inspection and repair of the septic system; the Seller shall pay the Purchaser any excess in the cost of such inspection and repair over the amount received in escrow.