

DISCLOSURE REGARDING VALIDITY OF SEPTIC SYSTEM OPERATING PERMIT

PROPERTY ADDRESS/
LEGAL DESCRIPTION:
("Property")

OWNER(S):
("Owner")

PURCHASER(S):
("Purchaser")

The following disclosure ("Disclosure") is provided in accordance with and pursuant to the requirements of Section 32.1-164.1:1 of the *Code of Virginia*:

The onsite sewage system ("Septic System") serving the Property is currently subject to specific repair and/or maintenance requirements ("Requirements") imposed by the State Board of Health ("Board")[, as further detailed below]. The Owner has obtained a valid waiver ("Waiver") of these Requirements from the Board. **Such Waiver is non-transferable and shall become null and void upon Settlement hereunder. At that time, the Purchaser must comply with the Board's regulatory requirements for additional treatment or pressure dosing before the operating permit for the Septic System can be reinstated.**

[The Requirements, as outlined in the Waiver, are as follows: _____

Virginia Real Estate Board

http://www.dpor.virginia.gov/Consumers/Disclosure_Forms/

Pursuant to §32.1-164.1:1 of the Code of Virginia, the Owner must provide this important Disclosure to the Purchaser before officially accepting a real estate purchase contract ("Contract") for the Property. If the Disclosure is delivered after the Contract has been accepted, the Purchaser's sole legal remedy shall be to terminate the Contract at or before the earliest of the following: (i) three (3) days after delivery of the Disclosure in person; (ii) five (5) days after the postmark if the Disclosure is sent via the United States mail, postage prepaid, and properly addressed to the Purchaser; (iii) settlement upon purchase of the Property; (iv) occupancy of the Property by the Purchaser; (v) the execution by the Purchaser of a written waiver of the Purchaser's right of termination under §32.1-164.1:1 of the Code of Virginia, contained in a document separate from the Contract; or (vi) the Purchaser submitting a written application to a lender for a mortgage loan, where such application includes a disclosure stating that the right of termination shall end upon submission of the mortgage loan application.

To terminate the Contract as permitted by §32.1-164.1:1 of the Code of Virginia, the Purchaser must provide written notice to the Owner within the required timeframe, either by hand delivery or by United States mail, postage prepaid and properly addressed to the Owner. If the Purchaser terminates the Contract in compliance with §32.1-164.1:1 of the Code of Virginia, the termination shall be without penalty to the Purchaser, and any deposit made by the Purchaser to the Owner or an escrow holder in connection with the Contract shall be promptly refunded to the Purchaser. Any rights of the Purchaser to terminate the Contract under §32.1-164.1:1 of the Code of Virginia shall expire if not properly exercised before the earlier of: (i) the submission of a written application to a lender for a mortgage loan, where the application includes a clear disclosure stating that the right to terminate shall end upon applying for the loan, or (ii) settlement or physical occupancy by the Purchaser in the case of a property sale, or occupancy of the Property in the case of a lease with an option to purchase.

The owner(s) acknowledge having thoroughly examined this statement and further acknowledge that they have been fully informed of their rights and obligations under §32.1-164.1:1 of the Code of Virginia.

Owner _____ Date _____ Owner _____ Date _____

The purchaser(s) acknowledge receiving this statement and further acknowledge that they have been fully informed of their rights and obligations under §32.1-164.1:1 of the Code of Virginia.

Purchaser _____ Date _____ Purchaser _____ Date _____