ADDENDUM B
VACANT LAND

SELLER: _____

PURCHASER: _____

PREMISES: _____

1. This Agreement is contingent upon a written determination, at Purchaser's expense, by a New York State licensed engineer, or qualified contractor, that (a) the Premises may be improved with a septic system in compliance with all applicable federal, state, local and New York City laws, rules and regulations, in a location on the Premises chosen by Purchaser in their sole

   discretion, at a cost not to exceed $_____ and (b)Purchaser may obtain a permit from the necessary governmental authority to erect a driveway providing access to the adjoining public highway in a location on the Premises chosen by Purchaser in their sole discretion. This contingency shall be deemed waived unless the Purchaser shall notify Seller or the Seller's attorney, in writing, by fax, email or certified or registered mail, return receipt requested, postmarked no later than thirty (30) days after the date on which Purchaser or Purchaser's attorney receives a final counterpart of this Contract fully executed by Seller, or by personal service by such date, of the failure of this contingency, and furthermore supplies a written copy of the engineer's or contractor's report. If the Purchaser so notifies, then this Agreement shall be deemed canceled, null and void, and all down payments made hereunder shall be returned to Purchaser.

2. This Agreement is contingent upon a written determination, at Purchaser's expense, by a New York State licensed electric utility company, that either (a) the electric utility company can provide electric service on the Premises at Purchaser's expense without the need to acquire easements from parties other than Purchaser ("third party easements") or (b) all necessary third party easements are in place to permit the electric utility company to make electric service available to the Premises at Purchaser's expense. This contingency shall be deemed waived unless the Purchaser shall notify Seller (or the Seller's agent), in writing, by fax, email or certified or registered mail, return receipt requested, postmarked no later than thirty (30) days after the date on which Purchaser or Purchaser's attorney receives a final counterpart of this Contract fully executed by Seller, or by personal service by such date, of the failure of this contingency, and furthermore supplies a written copy of the utility company's report. If the Purchaser so notifies, then this Agreement shall be deemed canceled, null and void, and all down payments made hereunder shall be returned to Purchaser.

3. Purchaser, along with their agents, invitees and contractors shall have the right to enter upon the Premises at reasonable times and with prior reasonable notice to Seller to perform such tests and inspections upon the Premises as may reasonably be required to satisfy the contingencies contained in this Addendum. Purchaser hereby agrees to indemnify and hold the Seller harmless from and against all claims, damages and liabilities arising out of the entry upon the Premises by Purchaser and/or their agents, invitees and contractors pursuant to this Addendum.

_____	_____	____/____/20____
SELLER	SELLER	
_____	_____	____/____/20____
PURCHASER	PURCHASER	

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Revised May 2015