

DISCLOSURE REGARDING VALIDITY OF SEPTIC SYSTEM OPERATING PERMIT

PROPERTY ADDRESS/
LEGAL DESCRIPTION:
("Property")

OWNER(S):
("Owner")

PURCHASER(S):
("Purchaser")

The following disclosure ("Disclosure") is made specifically 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") which serves the Property is presently subject to certain repair and/or maintenance requirements ("Requirements") imposed by the State Board of Health ("Board")[, as further described below]. Owner has obtained a valid waiver ("Waiver") of such Requirements from the Board. **Such waiver is not transferable, and shall be null and void upon Settlement hereunder, and at such time the Purchaser shall be required to comply with the Board's regulatory requirements for additional treatment or pressure dosing before an operating permit for the Septic System may be reinstated.**

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

_____]



Pursuant to §32.1-164.1:1 of the Code of Virginia, the Owner is required to deliver the Disclosure to the Purchaser prior to the acceptance of a real estate purchase contract ("Contract") in respect to the Property. If the Disclosure is delivered to the Purchaser after the acceptance of the Contract, the Purchaser's sole remedy shall be to terminate the Contract at or prior to 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 deposited in 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 writing separate from the Contract; or (vi) the Purchaser making written application to a lender for a mortgage loan where such application contains a disclosure that the right of termination shall end upon the application for the mortgage loan.

In order to terminate the Contract when permitted by §32.1-164.1:1 of the Code of Virginia, the Purchaser shall, within the time required, give written notice to the Owner 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 Purchaser to Owner or an escrow holder in connection with such Contract shall be promptly returned to the Purchaser. Any rights of the Purchaser to terminate the Contract provided by §32.1-164.1:1 of the Code of Virginia shall end if not exercised prior to the earlier of (i) the making of a written application to a lender for a mortgage loan where the application contains a disclosure that the right to terminate shall end upon the application for a mortgage loan or (ii) settlement or occupancy by the Purchaser, in the event of a sale of the Property, or occupancy of the Property, in the event of a lease with option to purchase.

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

Purchaser _____ Date _____ Purchaser _____ Date _____