



# LaPorte County Well Water/Septic Addendum

This Addendum (the "Addendum") is attached to and made part of a Purchase Agreement dated \_\_\_\_\_ (the "Purchase Agreement"), between \_\_\_\_\_ ("Seller") and \_\_\_\_\_ ("Buyer") on Property known as, \_\_\_\_\_, Indiana, Zip \_\_\_\_\_ the "Property".

Buyer and Seller agree to comply with **LaPorte County Property Transfer Ordinance, Ordinance 2024-3** (the "Property Transfer Ordinance") which requires that a water test be completed in order for a "Property Transfer" as that term is defined in the Property Transfer Ordinance. Seller agrees to further comply with the reporting requirements of the Property Transfer Ordinance including submission of a Transfer Application to the LaPorte County Health Department.

**Property Transfer Ordinance Fee shall be at the expense of:**  Seller  Buyer  shared equally

### WATER TEST

Buyer\_\_\_ or Seller\_\_\_ shall obtain a water quality test at the Buyer's\_\_\_, Seller's\_\_\_, or Shared Equally\_\_\_ expense. Water test shall include:

- Total Coliform     Arsenic     E. Coli     Lead (for homes built prior to 1973)     Nitrate (NO3)

as required by the Property Transfer Ordinance. Beyond the Property Transfer Ordinance, the lender may require additional tests and, if so, those additional tests are: Lead\_\_\_, Nitrite\_\_\_, Bacteria/Non-E.Coli\_\_\_

OR

Buyer\_\_\_ or Seller\_\_\_ will apply for a waiver of the water test      Not Applicable\_\_\_ (Property on public water)

### SEPTIC INSPECTION - OPTIONAL

The Property Transfer Ordinance does not require a septic inspection, therefore, a septic inspection is optional, though it is encouraged and recommended for a purchaser to have a septic inspection performed. **Buyer\_\_\_ or Seller\_\_\_ shall order a septic pump and inspection report. This report shall be paid for by the Buyer\_\_\_, Seller\_\_\_, or shared Equally\_\_\_.**

OR

**Not Applicable\_\_\_ (Property on public sewer)**

All inspections provided for under this Addendum shall be completed and Buyer shall give written notice of any required remediation to Seller and Seller's agent within \_\_\_\_\_ days following the acceptance of the Purchase Agreement.

Any necessary remediation discovered as a result of these reports and/or inspections shall be done at Seller's expense. If Seller is unwilling or unable to provide the remediation, then the Purchase Agreement shall be terminated by written notice from Buyer to Seller and any earnest money deposited by Buyer shall be returned within three (3) days of such termination.

**All other terms and conditions of the Purchase Agreement remain unchanged. To the extent that the terms and conditions of this Addendum conflict with the terms and conditions of the Purchase Agreement, the terms and the conditions of this Addendum shall prevail.**

This Addendum may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree this Addendum may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered. If requested.

By signature below, the parties acknowledge receipt of a signed copy of the Addendum.

\_\_\_\_\_  
BUYER'S SIGNATURE                      DATE

\_\_\_\_\_  
BUYER'S SIGNATURE                      DATE

\_\_\_\_\_  
SELLER'S SIGNATURE                      DATE

\_\_\_\_\_  
SELLER'S SIGNATURE                      DATE