

**SURVEY ADDENDUM
TO
REAL ESTATE PURCHASE CONTRACT**

ADDENDUM # _____

THIS IS A SURVEY ADDENDUM to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of _____, including all prior addenda and counteroffers, between _____ as Buyer, and _____ as Seller, regarding the Property located at _____. The following terms are hereby incorporated as part of the REPC. **(CHECK APPLICABLE BOXES)**

1. SURVEY WORK. The work to be performed pursuant to Section 1.4 of the REPC is referred to herein as the "Survey Work."

2. SURVEY DEADLINE. Buyer's obligation to purchase is conditioned upon Buyer's approval of the content of the Survey Work as provided in this Section 2. Buyer shall have _____ calendar days after Acceptance (the "Survey Deadline") in which: (a) to have the Survey Work completed; and (b) to review the contents of the Survey Work.

2.2 Right to Object. If the Survey Work reveals any of the following: (a) the Property contains more or less acreage than that represented by Seller; (b) improvements located on the Property encroach upon adjoining property; (c) improvements on adjoining property encroach upon the Property; (d) conflicts in boundary lines; (e) location of improvements on the Property likely violate governmental ordinances or restrictive covenants regarding setbacks; or (f) the location of easements or existing utility lines may restrict Buyer's contemplated use of the Property, the Buyer may, prior to the Survey Deadline, provide written objections to Seller regarding the Survey Work. If prior to the Survey Deadline, Buyer does not deliver a written objection to Seller regarding the Survey Work, the contents of the Survey Work shall be deemed approved by Buyer.

2.3 Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have seven calendar days after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than three calendar days after expiration of the Response Period; whereupon the Earnest Money Deposit shall be released to Buyer. If this Contract is not canceled by Buyer under this Section 2.3, Buyer's objections regarding the contents of the Survey Work shall be deemed waived by Buyer.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ **Seller** ☐ **Buyer** shall have until _____ ☐ **AM** ☐ **PM** Mountain Time on _____ (Date), to accept the terms of this SURVEY ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this SURVEY ADDENDUM shall lapse.

☐ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE:** ☐ **Seller** ☐ **Buyer** hereby accepts the terms of this SURVEY ADDENDUM.

☐ **COUNTEROFFER:** ☐ **Seller** ☐ **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. ____.

(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing SURVEY ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)