

NORTH COUNTY ADDENDUM TO REAL ESTATE PURCHASE CONTRACT AND RECEIPT FOR DEPOSIT

This addendum to the Purchase Contract dated _____, for the real property described as _____ is executed by (BUYER) _____ and (SELLER) _____. Each paragraph below, when initialed by both Buyer and Seller is incorporated into the Purchase Contract.

BUYER SELLER Initials

1. ____/____ ____/____ **BUYER IS INFORMED:**

- (a) A Naval Weapons Station, which stores explosive munitions, exists along the westerly boundary of Fallbrook.
- (b) The San Onofre nuclear power plant is located in the northwest corner of San Diego County at Camp Pendleton. Some military ships, aircraft and submarines in San Diego County area may carry nuclear armaments. Further information on this subject may be obtained from the State Energy Commission, military public information offices, county government and sources provided in the Environmental Hazards Guide.
- (c) Gregory Canyon is a proposed landfill site located south of Highway 76 and east of 1-15 freeway. It is the Buyer's responsibility to ascertain any potential impact on the subject property.
- (d) Subject property is within a 25-mile radius of the U.S. Marine Corps Air Station, Camp Pendleton, CA, which is an operational base for fixed wing aircraft and helicopters. These aircraft over fly the Fallbrook area.
- (e) Rosemary's Mountain is the proposed site for a trap rock mining and distribution operation. This site is located north of Highway 76 and east of 1-15 freeway. If approved, there would be blasting required for the mining operation. It is the Buyer's responsibility to ascertain any potential impact on the subject property.
- (f) The Fallbrook Airpark is a county maintained airport located near the western edge of Fallbrook. Some areas of Fallbrook are under the flight traffic pattern for take-off and landings. It is the Buyers responsibility to ascertain any potential impact on the subject property.
- (g) Other: _____

2. ____/____ ____/____ **UTILITIES:** Seller agrees all service fees, maintenance costs and utility bills will be paid current at close of escrow. If all utilities do not currently serve the property, this offer is subject to Buyer's approval of cost and availability of power, sewer/septic, phone and water services within **17 (or ____) days** of acceptance. Buyer to obtain said information and costs from direct contact with the utility companies or public agencies involved.

3. ____/____ ____/____ **SEPTIC LAYOUT:** Close of escrow is subject to Buyer's receipt and approval of a current, updated County Health Dept. approved septic system layout for a _____ bedroom home. County fees to submit the layout shall be paid by _____. Cost of preparing layout, including any additional percolation testing, deep borings, engineering fees or other items required by the County to be paid by _____. Layout to be submitted to the County within _____ days of Seller's acceptance. All parties understand that Brokers have no control over the amount of time required by the San Diego County Health Department to process septic approvals.

4. **PROPERTY CORNERS:** Fences, hedges, walls, retaining walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. **BROKERS STRONGLY RECOMMEND PROPERTY CORNERS TO BE IDENTIFIED BY A LICENSED SURVEYOR OR CIVIL ENGINEER.** By initialing choices below, Buyer and Seller indicate their agreement.

____/____ ____/____ (a) Buyer to approve in writing, property corners to be located by a licensed surveyor or civil engineer at _____ expense, not to exceed \$ _____. Should a record of survey be required to establish property corners, the corner pins are to be set and the record of survey filed at the expense of _____. Buyer and Seller are advised to determine the cost and time required to complete a record of survey and establish new pin corners.

____/____ ____/____ (b) Buyer to approve in writing, APPROXIMATE property corners to be located by a licensed surveyor or civil engineer at Buyer/Seller expense, not to exceed \$ _____. Approximate corners are for viewing purposes only and should not be used for construction setbacks, landscaping, or boundary fencing. Buyer is urged to have new corner pins set prior to construction or other action that would require exact corner locations. Buyer and Seller agree to indemnify and hold harmless Brokers from any claim or action due to property corner discrepancies.

____/____ ____/____ (c) Buyer and Seller agree not to employ surveyor services. Buyer and Seller agree to indemnify and hold harmless Brokers from any claim or action due to property corner discrepancies.

____/____ ____/____ (d) Buyer to approve/disapprove, in writing, property corners shown to him by Seller to his satisfaction within 17 (or, if written here, ____ days) after acceptance.

