



# ROANOKE VALLEY ASSOCIATION OF REALTORS®

## Lake Addendum



*(The Lake Addendum is recommended for use only with  
the RVAR Purchase Agreement or RVAR Lot Land Purchase Agreement)*

**This is an addendum to the Purchase Agreement dated \_\_\_\_\_, \_\_\_\_\_,  
between \_\_\_\_\_,  
Seller and \_\_\_\_\_, Purchaser,  
for the sale of \_\_\_\_\_, Virginia.**

**The guidelines of the Shoreline Management Plan, which can be found at [www.smithmtn.com](http://www.smithmtn.com), are administered by Appalachian Power Company (APCO) for Smith Mountain and Leesville Lakes. Waterfront property is considered property that adjoins the 800 foot contour elevation at Smith Mountain Lake and the 620 foot contour elevation at Leesville Lake (collectively "the Project Boundary".) The Shoreline Management Plan imposes regulations on the construction, improvement, and rebuilding of structures and vegetation located within the Project Boundary.**

The following checked numbered clauses shall be made part of the Purchase Agreement.

**1. STRUCTURE(S) WITHIN THE PROJECT BOUNDARY**

**A. Verification by APCO of the Status of Structure(s) within the Project Boundary: (check 1, 2 or 3 below)**

- i. Seller has not verified the status of structure(s) within the Project Boundary with APCO and will make written request for verification within \_\_\_\_\_ business days from the execution date of this contract. In the event Seller fails to make written request for verification, the Purchaser shall have the option to make written request within five (5) business days after Seller verification request time frame expires. All parties shall be provided APCO's written response within three (3) business days of receiving APCO's response. **The modifications or the mitigation required by APCO shall be performed in accordance with APCO requirement(s) and shall be completed prior to closing.**
- ii. Seller has verified the status of structure(s) within the Project Boundary and shall update the verification prior to closing to confirm the permit will be assignable and shall provide the written update to all parties.
- iii. Purchaser waives the opportunity to have the Seller verify the status of structure(s) within the Project Boundary with APCO. **If unsure of the possible consequences of this waiver, legal counsel should be consulted. (Purchaser's initials required for this option: \_\_\_\_\_/\_\_\_\_\_.)**

**B. APCO Requirement(s) Negotiation Period: (Applies to 1 (A) i & ii)**

If APCO requires modification(s) and / or mitigation within the Project Boundary, then Purchaser and Seller shall have \_\_\_\_\_ business days ('Negotiation Period') from receipt of APCO's written response to review the requirements from APCO and negotiate agreeable modification(s) and / or mitigation to be made which would be performed in accordance with APCO requirements. In the event agreement is not achieved, then either party shall have the right to terminate this Contract by written notification to the other party within two (2) business days from the end of the Negotiation Period and thereupon, the Purchaser's Deposit shall be refunded in full in accordance with procedures defined in the Purchase Agreement.

**2. FRANKLIN COUNTY CODE ONLY FOR SEPTIC SYSTEMS WITHIN 500 FEET OF SMITH MOUNTAIN LAKE**

Franklin County and the Virginia Department of Health require all on-site sewage treatment systems with a septic tank or drain fields that are located within 500 feet of the 795 foot contour of the shores of Smith Mountain Lake shall be pumped out at least once every five (5) years.

In lieu of requiring proof of septic tank pump-out every five (5) years, the County may allow owners of on-site sewage treatment systems to submit to County, documentation every five (5) years, certified by a sewage handler permitted by the Virginia Department of Health, that the on-site sewage treatment system has been inspected, is functioning properly, and the tank does not need to have the solids pumped.

The Seller shall provide to the Purchaser on or before 10 business days prior to settlement (a) a report by a certified sewage handler or the Franklin County office of the Virginia Department of Health that the Property is in compliance with the Franklin County Code, Section 17-8, Mandatory Septic Tank Pump-out or (b) documentation that septic system is more than 500 feet from the 795 foot contour.

If the Seller is unable to provide a certification from a sewage handler permitted by the Virginia Department of Health or documentation that septic system is more than 500 feet from the 795 foot contour on or before 10 business days prior to settlement, because the inspection requires the septic tank to have the solids pumped and / or repairs need to be made so the sewage treatment system functions properly and the Seller elects not to have the work done, the Purchaser shall have the right to terminate this Contract and receive a refund of the Deposit, in accordance with procedures defined in the Purchase Agreement.

**3. APPLICATION FOR DOCK PERMIT**

- This Contract is contingent upon APCO issuing a permit for the construction of a new \_\_\_\_ slip dock.
- This Contract is contingent upon APCO issuing a permit for the modification of the current dock appurtenant to the property, as described below in Additional Terms.

Purchaser shall have a complete APCO application for construction or modification of structure within the Project Boundary prepared and submitted to Seller for signature within \_\_\_\_ business days of execution of this Dock Permit Addendum. Purchaser shall include applicable dock permit recording fees with application. If Purchaser fails to provide the application within the time period described above, the Purchaser will forfeit their right to this dock permit contingency. Seller hereby agrees to execute the application and any other necessary documentation and submit to APCO within three (3) business days of receipt. If an approved permit from APCO is not issued by APCO for the construction of the proposed structure or modification of the existing dock within the Project Boundary within \_\_\_\_ business days from the execution and submission of the application by Seller, then either party shall have the right to terminate this Contract by written notice to the other party and thereupon, the Purchaser's Deposit shall be refunded in full in accordance with procedures defined in the Purchase Agreement.

