



STANDARD OCEANFRONT PROPERTY ADDENDUM
Hawaii Association of Realtors® Standard Form
Revised 4/07 (NC) For Release 5/08



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STANDARD OCEANFRONT PROPERTY ADDENDUM is made a part of Purchase Contract:

Reference Date: _____

Property Reference or Address: _____

Tax Map Key: Div. _____/Zone _____/Sec. _____/Plat _____/Parcel _____/CPR _____ (if applicable).

Buyer and Seller agree that Purchase Contract is amended as follows:

- A. Buyer is aware of and agrees to the following:
 - A-1 Property fronts the ocean and may be in a Special Management Area.
 - A-2 Property is State designated as: [] agricultural [] conservation [] rural [] urban
 - A-3 Property is County zoned _____.
 - A-4 The location of the shoreline boundary of Property (including both Land Court and Regular System properties) may be subject to change because of the action of the waves in adding to or taking away land along the shoreline and is subject to redetermination according to the laws of the State of Hawaii. For example, the shoreline boundary may advance inland due to erosion, and the square footage of Property may decrease accordingly.
 - A-5 The conveyance document for Property will contain the following or similar encumbrance:
 "SUBJECT, HOWEVER, to the following:
 Location of the seaward boundary in accordance with the laws of the State of Hawaii and shoreline setback line in accordance with the County regulation and/or ordinance and the effect, if any, upon the area of the land described herein."
 - A-6 Property is subject to shoreline setback and flood control requirements and the provisions of the Flood Zone ordinance and Shoreline Management Act. Buyer is advised to contact the appropriate government agencies to determine specific requirement for Property.
- B. Buyer acknowledges that neither Seller nor Brokerage Firm(s) involved in this transaction, have made any representations or warranties concerning the actual or precise shoreline boundary and/or square footage of Property. Buyer agrees to make no claim against Seller or Brokerage Firm(s) involved in this transaction regarding any matters which concern the shoreline boundary of Property or the square footage of Property. Buyer and Seller should use Paragraphs G and H to indicate how any shoreline boundary and/or square footage problems are to be resolved.
- C. Neither Seller nor Brokerage Firm(s) involved in this transaction make any representations or warranties concerning any actions Buyer may take with respect to erosion control. In particular, no representations are made about seawalls, retaining walls, or revegetation. Buyer is advised to seek professional advice from Buyer's own contractors, engineers, attorneys, or appropriate government agencies, etc. concerning these matters, and to determine the effect of the proximity of the shoreline to the improvements.
- D. Oceanfront Property may be subject to high wave and tsunami damage. If Property is located in a flood and tsunami zone, this may result in certain building, engineering and elevation requirements, and insurance limits. Buyer should consult with the appropriate County Public Works Department to determine the current elevation requirements. If there is a structure on Property, the County Public Works Department may require surveying to determine if the structure conforms to current requirements.
- E. A lender for Property may require Flood Insurance as a condition of the mortgage. Property's Flood Zone Designation is _____
 _____ . (If not completed, Buyer should contact Buyer's insurance company and/or the appropriate County Public Works Department.)
- F. Permits for Seawalls. Seller agrees to provide Buyer with all known information on seawalls or other such artificial structures.
- G. Only a State Certified Shoreline Survey can determine Property's current exact square footage. In order to obtain a building permit, a current State Certified Shoreline Survey may be required; it is only valid for a limited period of time from the date of certification.
 [] State Certified Shoreline Survey to be ordered and paid for by [] Seller [] Buyer. This may take an extended period of time and may affect the closing date. (see Paragraph H: Additional Special Terms).

 BUYER'S INITIALS & DATE

 SELLER'S INITIALS & DATE



H. ADDITIONAL SPECIAL TERMS (Please number H-1, H-2, etc.)

Buyer and Seller acknowledge that Buyer/Seller have read, understand and agree to the terms and conditions of this STANDARD OCEANFRONT PROPERTY ADDENDUM, and have not relied upon any advice from Brokerage Firm(s) involved in this transaction and further acknowledge receipt of a completed copy hereof. Buyers are advised to seek legal counsel regarding the complex nature of oceanfront Property, particularly with regard to construction thereon.

BUYER	DATE	SELLER	DATE
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BUYER	DATE	SELLER	DATE
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NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES, AS AMENDED. This means that the Hawaii Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).