

## ADDENDUM B TO THE OFFER TO PURCHASE

PARAGRAPHS PRECEDED BY A BOX ARE A PART OF THIS ADDENDUM IF MARKED, SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS ADDENDUM IF MARKED "N/A" OR ARE LEFT BLANK.

- 1  **ACTIVE OR ABANDONED WELLS:** Seller represents that to the best of Seller's knowledge:  **CHECK AS APPLICABLE**
- 2  There is an active well serving the Property. The well and all related equipment **(is) (is not)** ~~STRIKE ONE~~ located entirely
- 3 on the Property. The well **(is) (is not)** ~~STRIKE ONE~~ a shared well. If the well is a shared well, this Offer is contingent upon Seller,
- 4 at Seller's expense, providing Buyer with a copy of an acceptable shared well agreement no later than (10) ten days before closing.
- 5 This contingency shall be deemed satisfied unless Buyer, within five days of receipt of the agreement, delivers to Seller a written
- 6 notice listing Buyer's objections to the agreement. Upon receipt of said notice, Seller shall then have ten days to cure the defects
- 7 and the time for closing shall be extended accordingly. If the agreement has not already been recorded, it shall be provided in
- 8 recordable form, with recording fees as Seller's expense at closing. Buyer's approval of the agreement shall not be unreasonably
- 9 withheld.
- 10  There is an abandoned well on the Property. If an abandoned well on the Property has been closed, Seller shall provide
- 11 Buyer with documentation confirming that the closure was in compliance with applicable codes in effect at the time of closure. If an
- 12 abandoned well on the Property has not been closed in compliance with all applicable codes, Seller agrees to do so prior to closing
- 13 at Seller's expense.
- 14  **WELL WATER CONTINGENCY:** This Offer is contingent upon **(Buyer obtaining)(Seller providing)** ~~STRIKE ONE~~ no later than,
- 15 \_\_\_\_\_ days after acceptance, a current report from a state-approved or other qualified lab which indicates that the well(s) are
- 16 supplying water that is bacteriologically safe (of the Coliform group) for all human consumption and that the concentrations of:
- 17 \_\_\_\_\_
- 18 \_\_\_\_\_ (Note: if desired, insert other substances which may affect the safety of drinking water such
- 19 as: nitrates; arsenic; inorganic or organic substances; pesticides; herbicides; radionuclides; metals, etc.) in the well water are less
- 20 than the maximum health-related level established by federal or state laws regulating public water systems. The party responsible
- 21 for obtaining the report(s), shall be responsible for all costs. All water samples used for testing shall be taken by a licensed plumber
- 22 or other independent, qualified person.
- 23  **WELL SYSTEM INSPECTION CONTINGENCY:** This Offer is contingent upon **(Buyer obtaining)(Seller providing)** ~~STRIKE ONE~~
- 24 no later than, \_\_\_\_\_ days after acceptance, a current report from a licensed well driller, a licensed pump installer, or a master plumber
- 25 competent to inspect well systems, which indicates that the well(s) and pressure system(s) conform to **(the code in effect at the time**
- 26 **they were installed) (current code)** ~~STRIKE ONE~~ and are not disapproved for current use. The party responsible for obtaining the
- 27 report(s), shall be responsible for all costs.
- 28  **PRIVATE SANITARY SYSTEM INSPECTION CONTINGENCY:** This Offer is contingent upon **(Buyer obtaining)(Seller providing)**
- 29 ~~STRIKE ONE~~ no later than, \_\_\_\_\_ days after acceptance, a current report from a county sanitarian, licensed master plumber,
- 30 licensed master plumber-restricted sewer, licensed plumber designer, licensed engineer, licensed plumbing inspector II, or a certified
- 31 soils tester, which indicates that the private sanitary system is not disapproved for current use. The party responsible for obtaining the
- 32 report(s), shall be responsible for all costs, other than pumping. The private sanitary system is to be pumped at time of inspection at
- 33 Seller's expense.
- 34  **CONTINGENCY SATISFACTION / RIGHT TO CURE:** Each contingency selected above (well water, well system or private
- 35 sanitary system) shall be deemed satisfied unless Buyer, within five days of the earlier of: 1) Buyer's receipt of the applicable water,
- 36 well or sanitary system report(s) or 2) the deadline for delivery of said report(s), delivers to Seller and Seller's agent, a copy of the
- 37 report(s) and a written notice stating why the report(s) do(es) not satisfy the standard set forth in the contingency(ies) selected. Seller
- 38 **(shall) (shall not)** ~~STRIKE ONE~~ have the right to cure. (Seller shall have a right to cure if no choice is indicated.) If Seller has the
- 39 right to cure, Seller may satisfy this contingency by (1) delivering a written notice of Seller's election to cure within 10 days of receipt of
- 40 Buyer's notice; (2) and by curing the defects in a good and workmanlike manner which satisfies the standard set forth in the
- 41 above-selected contingency and by giving Buyer a report of the work done prior to closing. This Offer shall be null and void if Buyer
- 42 makes timely delivery of the above notice and report and (1) Seller does not have the right to cure; or (2) Seller has a right to cure but:
- 43 a) Seller delivers notice that Seller will not cure or b) Seller does not timely deliver the notice of election to cure. A private sanitary
- 44 system defect may be cured only by repairing the current private sanitary system or by replacing the current private sanitary system
- 45 with the same type of system which meets the standard stated above, unless otherwise agreed to in writing.
- 46  **SANITARY DISTRICT:** Buyer is informed that the Property may be located within an established sanitary district. Buyer may be
- 47 subject to taxes, special assessments or other charges for sewer planning or construction, user fees and related costs. Buyer is
- 48 encouraged to contact officials of the sanitary district to inquire about such costs.
- 49  **READING/UNDERSTANDING:** By initialing and dating below, each Party acknowledges that they have read and fully understand
- 50 this Addendum and acknowledge receipt of a copy of this Addendum. (Seller's initials shall not constitute the acceptance or other
- 51 disposition of the Offer or this Addendum.)
- 52 BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS STANDARD PROVISIONS WHICH MAY NOT BE
- 53 APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE THAT THE STANDARD PROVISIONS OF THIS
- 54 ADDENDUM ARE APPROPRIATE, ADEQUATE OR LEGALLY SUFFICIENT FOR ANY SPECIFIC TRANSACTION. BUYER AND
- 55 SELLER ARE ENCOURAGED TO CONSULT WITH LEGAL COUNSEL REGARDING THE PROVISIONS OF THE OFFER AND THIS
- 56 ADDENDUM.

57 \_\_\_\_\_

58 (Buyer(s) Initials) (Date) (Seller(s) Initials) (Date)