

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 service, licensed plumbing designer, licensed engineer, licensed POWTS inspector, certified
31 septage servicing operator, and/or a certified soils tester, which indicates that the private sanitary system is not disapproved for
32 current use. The party responsible for obtaining the report(s), shall be responsible for all costs, other than pumping. The private
33 sanitary system is to be pumped at time of inspection at Seller's expense. Different professionals may be needed to inspect different
34 system components.
- 35 **CONTINGENCY SATISFACTION / RIGHT TO CURE:** Each contingency selected above (well water, well system or private
36 sanitary system) shall be deemed satisfied unless Buyer, within five days of the earlier of: 1) Buyer's receipt of the applicable water,
37 well or sanitary system report(s) or 2) the deadline for delivery of said report(s) ((2) is not applicable when Seller is providing
38 report(s)), delivers to Seller and Seller's agent, a copy of the report(s) and a written notice stating why the report(s) do(es) not satisfy
39 the standard set forth in the contingency(ies) selected. Seller **(shall) (shall not) [STRIKE ONE]** have the right to cure. (Seller shall
40 have a right to cure if no choice is indicated.) If Seller has the right to cure, Seller may satisfy this contingency by (1) delivering a
41 written notice of Seller's election to cure within 10 days of receipt of Buyer's notice; (2) and by curing the defects in a good and
42 workmanlike manner which satisfies the standard set forth in the above-selected contingency and by giving Buyer a report of the work
43 done prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the above notice and report and (1) Seller
44 does not have the right to cure; or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will not cure or b) Seller does
45 not timely deliver the notice of election to cure. A private sanitary system defect may be cured only by repairing the current private
46 sanitary system or by replacing the current private sanitary system with the same type of system which meets the standard stated
47 above, unless otherwise agreed to in writing.
- 48 **SANITARY DISTRICT:** Buyer is informing that the Property may be located within an established sanitary district. Buyer may be
49 subject to taxes, special assessments or other charges for sewer planning or construction, user fees and related costs. Buyer is
50 encouraged to contact officials of the sanitary district to inquire about such costs.
- 51 **READING/UNDERSTANDING:** By initialing and dating below, each Party acknowledges that they have read and fully understand
52 this Addendum and acknowledge receipt of a copy of this Addendum. (Seller's initials shall not constitute the acceptance or other
53 disposition of the Offer or this Addendum.)
- 54 **BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS STANDARD PROVISIONS WHICH MAY NOT BE**
55 **APPROPRIATE IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE THAT THE STANDARD PROVISIONS OF THIS**
56 **ADDENDUM ARE APPROPRIATE, ADEQUATE OR LEGALLY SUFFICIENT FOR ANY SPECIFIC TRANSACTION. BUYER AND**
57 **SELLER ARE ENCOURAGED TO CONSULT WITH LEGAL COUNSEL REGARDING THE PROVISIONS OF THE OFFER AND THIS**
58 **ADDENDUM.**