

**RANW ADDENDUM B TO THE OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated \_\_\_\_\_ (Offer), made by the  
2 undersigned Buyer with respect to the Property at \_\_\_\_\_  
3 \_\_\_\_\_, Wisconsin (Property).

4 PARAGRAPHS PRECEDED BY A BOX (  ) ARE OPTIONAL AND ARE A PART OF THIS ADDENDUM ONLY IF THE BOX IS  
5 MARKED, SUCH AS WITH AN "X".

6 **WELL CAPACITY AND WELL WATER AESTHETICS**

7 Buyer is aware that the well water contingency in this Addendum B to the Offer only addresses testing of the well water for the  
8 specific substances identified below. It does not address the capacity of the well or the aesthetics (appearance, taste, odor,  
9 complexion, or personal preference) of the well water. Buyer is encouraged to evaluate water aesthetics prior to writing an offer.

10 **WELL AND PRESSURE SYSTEM INSPECTION CONTINGENCY**

11 **CAUTION: Wisconsin law requires certain water tests be performed as part of a Well Inspection. When using this**  
12 **contingency Buyer should consider including a Well Water Testing Contingency (lines 28-60 below) as part of this Offer.**

13  This Offer is contingent upon Buyer receiving no later than: **SELECT ONE ONLY**

14  \_\_\_\_\_ days after acceptance

15  \_\_\_\_\_ days prior to closing

16  \_\_\_\_\_ days after delivery of Buyer's written loan commitment to Seller

17 a current written report from a licensed well driller or a licensed pump installer competent to inspect well and pressure systems,  
18 which indicates that the well(s) and pressure system(s) conform to the code in effect at time of installation and are not disapproved  
19 for current use. Buyer is aware that future repairs and/or replacements to the system may require the entire system to be brought  
20 into compliance with the code in effect at that time, which may include drilling a new well.

21 **(Buyer) (Seller) ~~STRIKE ONE~~** ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s), including all costs and  
22 agrees to promptly provide copies of all such well and pressure system inspection report(s) to the other Party. Seller **(shall)**

23 **(shall not) ~~STRIKE ONE~~** ("shall" if neither is stricken) have the Right to Cure. See lines 107-127 regarding Right to Cure.

24  **WAIVER OF WELL AND PRESSURE SYSTEM INSPECTION CONTINGENCY**

25 Buyer voluntarily waives the inclusion of any well and pressure system inspection contingency for the Property in this Offer. Buyer  
26 understands that the results of other prior inspection reports provided for "information only" should not be relied upon as an accurate  
27 assessment of current well conditions and acknowledges there may be benefits of a well and pressure system inspection.

28 **WELL WATER TESTING CONTINGENCY**

29  This Offer is contingent upon Buyer receiving no later than: **SELECT ONE ONLY**

30  \_\_\_\_\_ days after acceptance

31  \_\_\_\_\_ days prior to closing

32  \_\_\_\_\_ days after delivery of Buyer's written loan commitment to Seller

33 a current written report from a state certified lab which indicates that the well(s) is/are supplying water that is within the levels  
34 established by federal or state laws regulating public water systems for human consumption, relative to the following substances:

35 Total coliform/E. coli bacteria, nitrate, arsenic, and \_\_\_\_\_  
36 \_\_\_\_\_

37 **CAUTION: FHA, VA, and some government loans may require testing for lead, nitrite, and other substances.**

38 **NOTE: If desired, insert other substance that may affect drinking water safety, such as, but not limited to microbiological,**  
39 **inorganic or organic substances, pesticides, herbicides, radium, radionuclides, and metals. Parties should consider the costs**  
40 **and time for additional testing, which may be significant. See <http://www.dnr.wi.gov/topic/Wells> for additional information on**  
41 **potential water contaminants.**

42 **(Buyer) (Seller) ~~STRIKE ONE~~** ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s), including all costs, and  
43 agrees to promptly provide copies of all such well water reports to the other Party. All water samples used for testing shall be collected  
44 by an independent qualified person. Seller (shall) (shall not) **~~STRIKE ONE~~** ("shall" if neither is stricken) have the right to cure. See  
45 lines 46-60 and 107-127 regarding right to cure.

46 If Seller has the right to cure:

47 A) If an initial arsenic, nitrate, nitrite, or lead test exceeds the EPA maximum contaminant level, Seller may satisfy this  
48 contingency by permitting the installation of \_\_\_\_\_ Point of Use (POU) water treatment device(s) as follows:

49 1) Buyer shall select the make, model, and location of each device, and a qualified third-party to install said device(s).

50 2) Seller shall be responsible for the cost of such equipment and installation up to a maximum of \$ \_\_\_\_\_;  
51 Buyer to be responsible for any excess costs.

52 3) Buyer shall receive, not later than 3 days prior to closing, a written follow-up test report from each treatment device with  
53 results below the EPA maximum contaminant level for the tested substances.

54 B) If the initial total coliform/E. coli bacteria test is positive, Seller may satisfy this contingency by conducting a well chlorination  
55 and Buyer receiving, not later than 3 days prior to closing, a written report from a follow-up coliform/E. coli bacteria test indicating  
56 the absence of coliform/E. coli bacteria. Seller may retest up to two times and closing shall be extended as necessary for up to  
57 14 days. **NOTE: Per Wisconsin DNR, any follow-up test(s) should be a week after chlorination.**  
58 If a follow-up test report does not show a result below the EPA maximum contaminant level, the Parties may seek additional information  
59 regarding remediation and amend the Offer accordingly, or either Party may declare the Offer terminated with written notice, and Seller  
60 and Buyer shall each be responsible for their own accrued costs.

61  **WAIVER OF WELL WATER TESTING CONTINGENCY**

62 Buyer voluntarily waives the inclusion of a well water testing contingency for the Property in this Offer. Buyer understands that the  
63 results of prior tests provided for "information only" should not be relied upon as an accurate assessment of current water quality and  
64 acknowledges there may be benefits to testing the well water.

65 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) INSPECTION CONTINGENCY**

66  This Offer is contingent upon Buyer receiving no later than: **SELECT ONE ONLY**

67  \_\_\_\_\_ days after acceptance

68  \_\_\_\_\_ days prior to closing

69  \_\_\_\_\_ days after delivery of Buyer's written loan commitment to Seller

70 a current written report from a county/municipal sanitarian, licensed master plumber, licensed master plumber-restricted sewer  
71 service, licensed plumbing designer, registered engineer, certified POWTS inspector, and/or a certified soil tester, which indicates  
72 that the POWTS is not disapproved for current use and complies with state, county and/or local municipal requirements for continued  
73 operation.

74 A soil test is not a part of a POWTS inspection in this contingency.

75 Except as otherwise provided, Seller does not give permission for a soil test to be performed.

76 **NOTE: Different professionals may be needed to inspect different system components.**

77 **BUYER ACKNOWLEDGES POST CLOSING POWTS RESPONSIBILITIES**

78 Buyer understands the Property owner is responsible for maintaining the POWTS and is aware that:

- 79 1) POWTS are regulated by state, county and local municipalities;
- 80 2) county or municipal regulations could require periodic inspections and pumping (every 2 or 3 years), soil testing,  
81 and POWTS maintenance (including pumping) accompanied by an inspection;
- 82 3) changes in regulations could lead to mandatory modifications or replacement of the POWTS serving the Property;
- 83 4) regulations require regular maintenance of the system, including fees, which may be enforced by state, county or local  
84 governing entity(ies);
- 85 5) soil standards will likely not be grandfathered when and if the existing POWTS needs to be replaced, which means the  
86 current soils may not allow the current system to be replaced with a similar system or in its current location; and
- 87 6) Buyer will assume all costs associated with the future operation and maintenance of a POWTS on the Property.

88 **(Buyer) (Seller) STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for obtaining the report(s), including all costs and  
89 agrees to promptly provide copies of all such POWTS report(s) to the other Party. If required by the POWTS inspector, the  
90 POWTS is to be pumped at the time of inspection, at **(Buyer's) (Seller's) STRIKE ONE** ("Buyer's" if neither is stricken) expense.  
91 Seller **(shall) (shall not) STRIKE ONE** ("shall" if neither is stricken) have the Right to Cure. See lines 107-127 regarding Right to  
92 Cure.

93 **RESPONSIBILITY FOR REPAIRING DAMAGE FROM INSPECTIONS AND TESTING ACTIVITIES**

94 The Parties acknowledge that any damage to the Property as a result of inspections and/or testing activities is difficult to predict as it  
95 may be affected by many factors. Repairing damage (including, but not limited to, trees, decks, patios, sidewalks, driveways and  
96 grass) as a result of inspections and/or testing activities will be the responsibility of **(Buyer) (Seller) STRIKE ONE** ("Buyer" if neither  
97 neither is stricken) and shall be completed prior to the date set for closing.

98 **LOCAL CODE COMPLIANCE**

99 Buyer should check with the county, the municipal sewer/water district, and evaluate the well and private sanitary system ordinances  
100 and codes for additional requirements that may apply to the Property if material to Buyer's decision to purchase.

101  **WAIVER OF PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) INSPECTION CONTINGENCY**

102 Buyer voluntarily waives the inclusion of a POWTS inspection contingency in this Offer and acknowledges that:

- 103 1) there may be benefits of an inspection of the POWTS prior to closing; and
- 104 2) Buyer has NOT relied upon the results of prior POWTS inspection reports provided for "information only" which should not be  
105 relied upon as an accurate assessment of the current POWTS status (which could include a POWTS certificate of compliance  
106 for pumping or inspection).

107 **SATISFACTION/RIGHT TO CURE FOR WELL AND PRESSURE SYSTEM, WELL WATER AND PRIVATE ONSITE**  
108 **WASTEWATER TREATMENT SYSTEM (POWTS) CONTINGENCIES**

109 Each contingency selected (well and pressure system inspection, well water testing, or private onsite wastewater treatment system  
110 (POWTS) inspection) shall be deemed satisfied unless Buyer, no later than 5 days after the deadline for delivery of said report(s),  
111 delivers to Seller a copy of the written report(s) and a written notice listing the Defects identified in such report(s) to which Buyer  
112 objects (Notice of Defects).

113 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

114 If Seller is responsible for providing the report(s) and such report(s) are not timely delivered, Buyer shall have 5 days after the  
115 deadline for delivery of said report(s) to deliver a written notice of termination to Seller or this contingency shall be deemed satisfied.

116 If Seller has the right to cure, Seller may satisfy the contingency by:

- 117 1) delivering written notice to Buyer no later than 10 days after Buyer's delivery of the Notice of Defects stating Seller's
- 118 election to cure Defects;
- 119 2) curing the Defects in a good and workmanlike manner; (lines 46-60 will apply for water test(s)) and
- 120 3) delivering to Buyer a written report detailing the work done no later than 3 days prior to closing.

121 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection/testing report(s) and:

- 122 1) Seller does not have the right to cure; or
- 123 2) Seller has the right to cure but:
  - 124 a) Seller delivers written notice that Seller will not cure; or
  - 125 b) Seller does not timely deliver the written notice of election to cure.

126 A POWTS Defect may be cured only by repairing the current private sanitary system or by replacing the current sanitary system with  
127 the same size and type of system that meets current state and municipal standards, unless otherwise agreed to in writing.

128 **UNUSED WELL(S)**  
129 **CHECK ALL THAT ARE APPLICABLE**

- 130  Seller represents to the best of Seller's knowledge there is not an unused well on the Property.
- 131  Seller represents to the best of Seller's knowledge there is/are an unused well(s) on the Property.
- 132  Seller is aware of an unused well on the Property that has not been properly filled and sealed. Seller shall, prior to closing
- 133 this transaction and at Seller's expense, have any unused well(s) which are known to Seller, filled and sealed and provide
- 134 Buyer with documentation confirming compliance with all applicable codes.
- 135  Seller is aware of an unused well(s) on the Property that was/were previously filled and sealed. Prior to closing Seller
- 136 shall provide Buyer with documentation evidencing that all unused well(s) which are known to Seller on the Property, were filled
- 137 and sealed in compliance with all applicable codes in effect at that time.
- 138  Buyer acknowledges receipt of the Well/Drillhole/Borehole Filling & Sealing report (DNR Form 3300-005) dated \_\_\_\_\_
- 139 \_\_\_\_\_ which was completed by the licensed well driller or licensed pump installer who filled and sealed
- 140 a well on the property.

141 **SHARED WELL(S)**  
142 **CHECK ALL THAT ARE APPLICABLE**

- 143  Seller represents that to the best of Seller's knowledge there is not a shared well on or servicing the Property.
- 144  There is/are a shared well(s) on or servicing the Property. Buyer acknowledges receipt of a shared well agreement(s) and
- 145 represents to Seller that Buyer has no objection to the terms and conditions thereof. If not yet recorded, the agreement(s) shall be in
- 146 recordable form and shall be recorded at Seller's expense at closing.
- 147  There is/are a shared well(s) on or servicing the Property. Seller shall, at Seller's expense and no later than 10 days prior to
- 148 closing, deliver to Buyer a copy of a written shared well agreement(s) for any shared well(s) on or servicing the Property. This
- 149 contingency shall be deemed satisfied unless Buyer, no later than 5 days after delivery of the agreement(s) to Buyer, delivers to
- 150 Seller a written notice listing Buyer's specific objection(s) to the terms and conditions in the agreement(s) (Notice of Objections).
- 151 **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure. If Seller has the right
- 152 to cure, Seller may satisfy this contingency by delivering to Buyer, no later than 10 days after Buyer's delivery of the Notice of
- 153 Objections, a shared well agreement that satisfactorily addresses Buyer's specific objection(s) and the time for closing shall be
- 154 extended as necessary for this purpose.
- 155 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Objections and:
- 156 (1) Seller does not have the right to cure; or
- 157 (2) Seller has the right to cure but:
  - 158 (a) Seller delivers written notice that Seller will not cure; or
  - 159 (b) Seller does not timely address Buyer's specific objections; or
  - 160 (c) Seller timely delivers a new shared well agreement, but Buyer delivers notice to Seller no later than 5 days after
  - 161 such delivery with Buyer's specific objections which have not been satisfactorily addressed.

162 If not yet recorded, any shared well agreement(s) shall be in recordable form and shall be recorded at Seller's expense no later than  
163 when the deed is recorded. A shared well agreement may include standards for the operation, maintenance, water testing, repair  
164 and use of the well for residential purposes, and the sharing of costs and responsibilities among the parcels serviced by the well.

165 **SANITARY SEWER AND/OR WATER DISTRICT SEWER CONSTRUCTION**

166 Buyer is aware that the Property may be located within an established sanitary district or water district. Buyer may be subject to  
167 taxes, special assessments or other charges for sewer planning or construction, user fees, sewer hookup/connection charges and  
168 related costs, and water hookup/connection charges and related costs. Buyer is encouraged to contact officials of the sanitary/water  
169 district to inquire about such costs.

170 **PIT, ALCOVE, OR BASEMENT WELLS**

171 **NOTE: If the current system serving the above property is a “pit,” “alcove” or “basement” well, the system may be**  
172 **considered non-conforming by Wisconsin Department of Natural Resources (DNR) codes. In some cases, the code may call**  
173 **for a new well to be constructed, with proper abandonment, filling and sealing of the current system.**

174 **ACKNOWLEDGEMENT OF TERMS**

175 The Parties acknowledge that the terms of this Addendum are incorporated into and made a part of the Offer. Seller’s initials shall  
176 not constitute the acceptance or other disposition of the Offer, which disposition shall be as indicated on the Offer itself.

177 **CONFLICTING PROVISIONS**

178 Should any provision of this Addendum conflict with any optional provision of the Offer or any other addenda to this Offer, the  
179 provisions of this Addendum shall prevail.

180 **ADDITIONAL PROVISIONS/CONTINGENCIES**

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193 **READING / UNDERSTANDING:**

194 By initialing below all Parties acknowledge receipt of this Addendum and that they have read it carefully.  
195 **BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS WHICH MAY NOT BE APPROPRIATE**  
196 **IN ALL TRANSACTIONS. NO REPRESENTATION IS MADE AS TO THE LEGALITY, APPROPRIATENESS OR ADEQUACY OF**  
197 **ANY PROVISION IN A SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO CONSULT WITH THEIR**  
198 **OWN LEGAL COUNSEL REGARDING THE INTERPRETATION, LEGALITY, APPROPRIATENESS OR ADEQUACY OF THE**  
199 **PROVISIONS OF THIS ADDENDUM.**

200 (X) \_\_\_\_\_ (X) \_\_\_\_\_  
201 Buyer’s Initials ▲ (Date) ▲ Seller’s Initials ▲ (Date) ▲

202 (X) \_\_\_\_\_ (X) \_\_\_\_\_  
203 Buyer’s Initials ▲ (Date) ▲ Seller’s Initials ▲ (Date) ▲