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Legal Update

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Addendum B Revisions: Wells and POWTS

The WRA's revised Addendum B to the Offer to Purchase is an addendum that most typically will be used in transactions involving rural properties and other properties not served by municipal sanitary and water systems. This new two-page specialized addendum contains both optional and standard provisions relating to wells, well water, private sanitary systems (referred to as Private Onsite Wastewater Treatment Systems, or POWTS), sanitary districts and miscellaneous provisions.

A draft copy of the revised Addendum B appears on pages 14 and 15 of this *Update*. This draft is substantially the same as the final version that will be available mid-May on WRA ZipForm for purchase from the WRA. The final version will have line numbers for easy reference.

Addendum B (Addendum B) has been revised due to:

- A change in the law regarding what contractors are qualified to perform well inspections and abandonments;
- Local code and philosophical variations regarding the pumping of POWTS at the time of inspections; and
- A re-evaluation of the standards applied for a POWTS inspection.

The Well provision, Well Water Contingency, Well System Inspection Contingency, and POWTS Inspection Contingency are optional provisions that must be marked in order to be included in the offer to purchase. The Additional Provisions, Reading, Contingency Satisfaction/Right to Cure, Shared Well Agreement,

Abandoned Wells, Default Number of Days, POWTS, Local Code Compliance and Sanitary District provisions are automatically included in the offer unless struck or lined out.

The Well Water Contingency, Well System Inspection Contingency, and the POWTS Inspection Contingency are specific purpose inspection contingencies. In each of these provisions, the parties may specify the number of days after acceptance or prior to closing when the buyer must receive the required inspection report, indicate (by striking) which party is to provide the respective report and indicate (by striking) whether the seller has the right to cure. The provision dictating when these contingencies are deemed satisfied, and the seller's options when the seller has the right to cure, appears separately in the Contingency Satisfaction/Right to Cure provision.

Each of these contingency provisions requires that a specific type of professional or expert perform the inspection to determine whether the stated standard is met. These specific types of inspectors that may be used for well inspections are required by law, while the inspections for POWTS have been designated at the suggestion of the Department of Commerce (DComm) to help prevent situations where reports are rendered by unqualified parties.

Wells

The revised WRA Addendum B addresses the location, well water quality, condition of the well and pressure systems, shared well agreements and require-

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ments for closing abandoned wells in conformance with applicable law.

Well Provision

At the top of page 1, the Addendum B provides check-off boxes where the parties may indicate whether there is an active well serving the property, if the well is located entirely on the property and whether the well is a private shared well. These are purely informational items to assist in further evaluation of the wells involved with the property. The well provisions of an Addendum B may be used in situations where there is no active well, but the buyer wants confirmation that any abandoned wells were closed properly.

Well Water Contingency

If the Well Water Contingency in the revised WRA Addendum B is selected, the offer is contingent upon the buyer receiving (by a deadline stated in terms of either days after acceptance or days before closing) a current well water report from a state-certified or other qualified independent lab. The report must indicate that the well water is bacteriologically safe for human consumption and that the concentration or level of any other designated substances in the drinking water meets federal and state standards for human health and safety.

The Well Water Contingency automatically calls for coliform bacteria and E. coli testing. The Wisconsin State Laboratory of Hygiene's Web site explains Total Coliform and E.coli testing for drinking water as follows:

"Coliform" are gram negative rod-shaped bacteria that possess the enzyme b-D-galactosidase allowing them to ferment lactose. This is a large group of organisms that includes several genera. The most common genera are Escherichia, Klebsiella, Serratia, Enterobacter, and Citrobacter. These organisms are not pathogenic, but their presence indicates the water

system has been contaminated from an outside source and may contain organisms that can cause disease. The test routinely used at WSLH to detect total coliform bacteria is a presence-absence enzymatic assay. Water must be tested within 48 hours of collection (preferably 24 hours).

E.coli is an indicator organism of fecal contamination. The only natural habitat for E.coli is the intestinal tract of warm blooded animals. Therefore, the presence of E. coli in a drinking water sample is an indication of fecal contamination of the water supply. The test for detecting E.coli in a water sample is run simultaneously with the Total Coliform test (see above).

The parties may designate the other substances to be included in the water tests by writing them in on the provided blank line. The Well Water Contingency suggests that such substances may include nitrate, pesticides, lead, arsenic and herbicides. The parties are directed to the DNR Web site at dnr.wi.gov/org/water/dwg/privwelp.htm for information regarding other substances for which they may wish to test. The Web site is. Additional resources discussing contaminants in well water include pages 4-10 of *Legal Update 02.10*, "Drinking Water and Wells," online at www.wra.org/02.10. The DNR brochure, "Tests for Drinking Water from Private Wells," online at dnr.wi.gov/org/water/dwg/pubs/TestsForWell.pdf, is also loaded with useful information for consumers and REALTORS®.

The party responsible for obtaining the water report must pay all costs. The contingency requires that a licensed plumber or some other independent drinking water professional take all water samples from the well for the requested tests. Separate samples may be required when testing for various contaminants. The costs will increase as additional substances are added to the testing. The parties

should also be mindful that “all costs” may include extra items such as turning on the power and the water in a property that has been winterized and turning off the water and power after testing has been completed.


The water samples must be tested at a certified or other independent qualified lab. Lists of certified labs may be obtained online at www.dnr.wi.gov/org/es/science/lc/LABS/Lablists.htm or by searching geographically at www.dnr.wi.gov/org/es/science/lc/LABS/PW_Testing.htm. Different labs are certified to test for different substances, so the parties must be sure that they find the proper lab or labs for the desired testing. The information on the Wisconsin State Hygiene Lab’s Web site provides an instructive example of the different water tests, sampling containers, costs and testing time frames that may be involved. Visit www.slh.wisc.edu/outreach/images/2008_chd_public_price_list_FINAL.pdf. In other words, the parties should be aware that each additional substance they test for will increase the costs of testing.

To satisfy the Well Water Contingency, the lab report must indicate that the well water is bacteriologically safe for human consumption and that the concentration or level of any other specified substances in the drinking water meets federal and state standards for human health and safety. For example, state and federal laws set the maximum allowable level of nitrate-nitrogen in public drinking water at 10 milligrams per liter (10 parts per million), and the same standard is recommended for private wells. A higher reading would mean that the standards of the Well Water Contingency have not been met and that the buyer may provide a copy of the water report and a notice to the seller advising that the water had not met the appropriate standards for nitrate. See the discussion of the Contingency Satisfaction/Right to

Cure provision on page 8 of this *Update*. In addition, when laboratory tests determine that water contains more than 10 milligrams per liter nitrate-nitrogen, the water should not be given to infants under six months of age and other precautions should be taken, as outlined at dnr.wi.gov/org/water/dwg/nitrate.htm.

The parties specify in this contingency whether the seller has the right to cure. The parties may also wish to specify what procedures should be followed if the well must be chlorinated and retested. The Contingency Satisfaction/Right to cure provision provides that if the initial report indicates bacteriological contamination, the Seller may have the well chlorinated and retested up to two times, and the deadline for the Buyer’s receipt of the report and the closing are extended for up to 14 days. After a report indicating bacteriological contamination, the Seller must produce two safe water reports to satisfy the well water contingency.

Information regarding well chlorination may be obtained by visiting dnr.wi.gov/org/water/dwg/bacti.htm#disinfect, or www.dnr.state.wi.us/org/water/dwg/wellchlorination.pdf for wells in arsenic sensitive areas. If the parties are dissatisfied with the provision for a 14-day extension or the requirement for two safe water tests, they may modify this provision by specifying other standards or procedures in Additional Provisions. The standards in the Contingency Satisfaction/Right to Cure provision in instances of bacteriological contamination apply “unless otherwise agreed in writing.”

 **REALTOR® Practice Tips:** REALTORS® should carefully review the provisions regarding well water testing after providing the buyers with information about the various standards for safe drinking water. If the buyer

has enough information, then he or she can make an informed decision about whether to modify the contingency to add additional standards or procedures.

Well System Inspection Contingency

If the Well System Inspection Contingency is selected, the offer is contingent upon the buyer receiving (by a deadline stated in terms of days after acceptance or days before closing) a current report from a licensed well driller or a licensed pump installer competent to inspect well systems. Master plumbers are no longer allowed to perform these inspections, effective June 1, 2008, by virtue of the statutory change to Wis. Stat. § 280.30(3). Accordingly, the reference to master plumbers in the prior version of Addendum B has been eliminated, leaving licensed well drillers and licensed pump installers as the proper contractors to legally perform a well system inspection.

The well inspection report must indicate that the well and well inspection pressure systems conform to either the code in effect when the well was installed or current code, as designated by the parties, and that they are not disapproved for current use. The party responsible for obtaining the report shall pay all costs. The parties specify in this contingency whether the seller has the right to cure.

The amended Wis. Stat. § 280.30(1) & (3) provides:

Well abandonment and property transfer inspections.

1. **Definition.** Notwithstanding s. 280.01 (6), in this section, “water supply well” means an excavation or opening into the ground made by digging, boring, drilling or other method that supplies water for any purpose.

3. Property transfer well inspections.

- a. An individual may not for compensation, in contemplation of a transfer of real property, conduct an inspection of the real property for the purpose of locating or evaluating water supply wells or pressure systems on the real property unless the individual is a licensed well driller or a licensed pump installer.
- b. The department shall promulgate rules for inspections and evaluations described in par. (a).

NOTE: This section is created eff. June 1, 2008, by 2005 Wis. Act 360.

A list of Wisconsin-licensed well drillers and pump installers is available online at dnr.wi.gov/org/water/dwg/Contacts.htm.

For more information for homeowners with private wells, see dnr.wi.gov/org/water/dwg/prih2o.htm.

Starting in June 2008, any unused or non-complying wells inspected will be identified as violations of Wis. Admin. Code Chapter NR 812. Typically when violations of chapter NR 812 requirements are cited, the DNR may require the owner to fill and seal a well. Some water system feature violations can be corrected rather than requiring the closing of the well, but some are serious enough that the only recourse is to fill and seal the well. Any identified well with such serious violations is required to be properly filled and sealed with approved materials using prescribed methods.

Abandoned Wells

Abandoned wells must be properly filled when they are removed from service. Out-of-service wells are often forgotten when a property is sold. In time, the well may get covered by a parking lot or a building. Wells lost in this way can cause groundwater contamination. If a forgotten well is covered, it is very difficult, if

not impossible, to find it and determine if it is causing contamination.

The Abandoned Wells provision appears on the second page of the revised WRA Addendum B. The Abandoned Wells provision addresses both abandoned wells that need to be closed by the seller per DNR criteria and wells that have been already closed. The seller is required to have documentation confirming that any current or past well closure was performed according to the code that was applicable at that time. If the well has been closed, the seller shall provide the buyer with documentation confirming that the well was closed in conformance with all applicable codes. If the well has not been closed, the seller must do so, at the seller's expense, prior to closing, and provide the proper documentation.

The amended Wis. Stat. § 280.30(2) provides, with regard to the closure of abandoned wells:

Well abandonment and property transfer inspections.

2. **Abandonment.** An individual may not fill or seal a water supply well unless one of the following applies:
 - a. The individual is a licensed well driller or licensed pump installer.
 - b. The individual is under the supervision of a licensed well driller or licensed pump installer or the individual is under the supervision of a water system operator certified under s. 281.17 (3) and the well is within the service area of the local governmental water system for which the certified operator works. The licensed or certified individual is not required to be present during the filling or sealing.
 - c. The individual is a water system operator certified under s. 281.17 (3) and the well is within the service area of the local governmental water system for which the individual works.

After June 2008, an individual employed by a Wisconsin-licensed well driller or pump installer is required to do the well filling and sealing as described in the statute. Once the well has been filled and sealed, the contractor doing the work is required to submit a report of the work done to the DNR. Reports that have been submitted to the DNR are available for viewing at dnr.wi.gov/wars/search.aspx.

On occasion, an existing well casing or old well will be identified for which there exists no well filling and sealing report. In order to transfer property, the property owner or the buyer may become responsible for documenting that such a well was properly filled and sealed. A Wisconsin-licensed well driller or pump installer (see dnr.wi.gov/org/water/dwg/Contacts.htm) can verify, perhaps by excavation or utilizing other approved procedures, that the well is likely to have been correctly filled and sealed. The licensed contractor will then provide a well filling and sealing report to the property owner and the DNR. The property owner should retain a copy of that report and transfer the report to subsequent property owners as documentation of filling and sealing of wells on the property. Once the filling and sealing report has been filed with the DNR, future verification of the identified well(s) will not be necessary.

Before the well is filled, the pump and its associated piping, any ungrouted liner pipe or other obstacles must be removed from the well. After the well is cleared, it must be filled from the bottom up with neat cement grout, sand-cement grout, concrete or bentonite chips. Wis. Admin. Code § NR 812.26 provides, with respect to well abandonment:

Well and drillhole abandonment.

1. **PURPOSE.** The permanent abandonment of unused or contaminated wells or drillholes and noncomplying water systems is an important step in

the protection of the local groundwater quality. Wells, especially those with structural defects, may act as conduits for the vertical movement of contamination from or near the ground surface to the groundwater or from one aquifer to another.

2. CRITERIA FOR ABANDONMENT.

a. The owner shall permanently abandon a well or a drillhole under any of the following conditions unless the department approves the continued use of the well or drillhole:

1. The well water is contaminated with biological agents, bacteriological, viral or parasitic, and 3 attempts at batch chlorination fail to eliminate the problem,
2. The well or drillhole poses a hazard to health or safety,
3. The well or drillhole construction or well location does not comply with the minimum standards of this chapter, or
4. The well or drillhole has been taken out of service or has not been used for 3 or more years and is not needed by the owner in the immediate future as a source of water for human consumption, sanitary purposes, commercial use or for stock watering. As an alternative, the owner may temporarily abandon the well according to sub. (4).

b. The department may require the owner to abandon a well or drillhole under the following conditions:

1. The well water is contaminated with a substance in exceedence of the drinking water standards specified in s. NR 812.06,
2. The well was not constructed by the well owner or by a licensed well driller, or

3. The well has been temporarily abandoned for 2 or more years.

c. A well driller or well constructor shall abandon a well or drillhole, which he or she constructed or reconstructed, under the following conditions except when the department approves the continued use of the well or drillhole:

1. The well construction or well location does not comply with the minimum standards of this chapter at the time the well was constructed, or
 2. The drillhole is an unsuccessful attempt to construct or reconstruct a well.
- d. The department may require any person who has abandoned a well not in compliance with this section to return and take corrective action so that the well is abandoned by him or her in a complying manner.

3. REQUIREMENTS FOR WELLS REMOVED FROM SERVICE.

Any well or drillhole removed from service shall be properly abandoned according to the criteria and procedures in this section except as exempted by s. NR 123.23 (3) (c) or by the department. Any well or drillhole removed from service shall be properly abandoned prior to any demolition or construction work on the property. A well driller or well constructor who removes a well from service shall inform the well owner that the department requires that any well removed from service be permanently abandoned according to the requirements of this section. A well driller or well constructor shall report any well he or she removes from service on the well construction report for any replacement well he or she constructs on the property.

4. TEMPORARY ABANDONMENT REQUIREMENTS.

Any well to be temporarily abandoned shall meet the minimum requirements of this chapter and shall be able to produce

a bacteriological safe water sample if the well is potable. When a well is temporarily abandoned, the owner shall notify the department. To temporarily abandon a well, the top of the well casing pipe shall be sealed with a watertight cap threaded onto the top of the well casing pipe or drive pipe or with a steel plate welded watertight to the top of the well casing pipe. If the pump or well seal is watertight, the pump may be left in place.

Further information about well abandonment may be found in the DNR brochure, online at www.dnr.wi.gov/org/water/dwg/gw/pubs/abandonment.pdf.

For more information on well filling and sealing, a printable copy of the DNR Well Filling and Sealing form and brochure is available at dnr.wi.gov/org/water/dwg/wellaban.htm.

For guidance regarding wells and well closure procedures, see pages 10-14 of *Legal Update* 02.10, "Drinking Water and Wells," available online at www.wra.org/LU0210.

DNR Contact Lists for Well Drillers, Pump Installers, Those Performing Well Filling and Sealing

Licensed Well Drillers: Listing of individuals and companies that are licensed by Wisconsin to do well drilling. The list is grouped by mailing address counties. They may also work in surrounding counties. dnr.wi.gov/org/water/dwg/WellDrillers.pdf.

Licensed Pump Installers: Listing of individuals and companies that are licensed by Wisconsin to do pump work in wells. The list is grouped by mailing address counties. They may also work in surrounding counties. dnr.wi.gov/org/water/dwg/PumpInstallers.pdf.

Well Filling and Sealing (Well Abandonment) Contractors: These individuals and companies have indicated the counties in which they will do filling and sealing work. The list is grouped by county. The DNR rec-

ommends contacting licensed pump installers or well drillers to do well filling and sealing work; however a license is not required. dnr.wi.gov/org/water/dwg/Abandoners.pdf.

Shared Well Agreement

If there is an active well that is shared with other property owners, the offer is made contingent upon the seller, at the seller's expense, providing the buyer with a shared well agreement in recordable form at least 15 days before closing. If the shared well agreement has not yet been recorded, the seller is to record it at closing. Unless otherwise agreed by the parties in writing, the agreement should address operational standards, well maintenance and repairs, water testing, and the pro rata sharing of all well costs and expenses. Other issues that might be addressed include major improvements and the eventuality of well closure. If these elements are desired by the parties, or they are dissatisfied with the included standards in the Shared Well Agreement provision, they may write this information in the Additional Provisions section at the bottom of page 1 of the WRA Addendum B.

POWTS Inspection Contingency

At this time, Wisconsin regulations do not include any specific provisions for inspection of POWTS at the time of real estate transactions. This results in a wide range of "inspections" that are accepted by real estate professionals and lending institutions. The inspections may range from a simple visual inspection of the ground surface for evidence of sewage ponding to a comprehensive evaluation that includes pumping of the tank and taking a soil boring to verify that the POWTS is properly installed in suitable soil.

The POWTS Inspection Contingency in the revised WRA Addendum B makes the offer contingent upon the buyer receiving (by a deadline stated in either days after acceptance or before closing) a current report from any of the following: a county sanitarian, licensed master plumber, licensed master plumber-restricted sewer, licensed plumber designer, registered engineer, certified POWTS inspector, certified septage operator or certified soils tester. The professional's report must address three elements:

- (1) That the POWTS complies with the code that was in effect at the time that its permit was issued and the system was installed.
- (2) That the private sanitary system is not disapproved for current use.

Wis. Admin. Code § Comm. 83.03(2)(b) provides that an existing POWTS installed prior to July 1, 2000, must conform to rules in effect when it was permitted and installed. That provision was intended to prevent local regulators from deeming an existing system non-compliant simply because the regulations may have changed over time and perhaps the current code now requires a bigger septic tank or larger drain field. A POWTS that does not

conform to code (time of installation or current) could be subject to repair or removal if discovered by the local code administrator. There is also a concern that a POWTS not meeting code (time of installation or current) may discharge untreated or partially treated wastewater, which is a potential public health threat and a possible source of pollution of the waters of the state. This could result in the issuance of a violation notice and orders to abate the violation (install a new code-compliant POWTS).

This is not a representation regarding whether the system complies with code. Rather the standard is a statement of hydraulic functionality, that the POWTS works in a suitable manner.

- (3) That the system maintains a minimum vertical separation from limiting conditions such as groundwater or bedrock.

It is feasible that an existing system may function hydraulically yet it may not be installed with a suitable vertical distance between the bottom of the drain field and a limit-

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ing condition such as groundwater or bedrock. Current code – since 1969 – requires a three-foot separation, while the requirements for older systems pre-December 1, 1969 called for a lesser separation of only two feet. Accordingly, there is a risk with the older POWTS that the water may seem to “go away” when you flush the toilet or do a load of laundry, but the wastewater may not be being treated adequately. There also is a greater risk that someone's water supply could be contaminated by such a system, thereby creating a potential for major litigation. The Department of Commerce has advised that it is mandatory that all POWTS have a three foot vertical separation between the bottom of the drain field and a limiting condition such as groundwater or bedrock. Most POWTS have been installed since 1969 so this should rarely be an issue.

POWTS Pumping

Because POWTS inspections at the time of real estate transactions are not mandated by the state, some counties, most notably in the Northeast part of the state, have written provisions into their local ordinances that make these inspections mandatory. Some may specify minimum criteria of what constitutes an acceptable inspection. This may include pumping of the tank so that the structural stability of the tank and its components can be verified.

POWTS components, like most other components in the “built environment” do need periodic repair or replacement. So depending on when a tank was last pumped and/or inspected or the age of the POWTS, it may very well be appropriate to have the tank pumped when a POWTS is inspected as part of a real estate transaction. Pumping of a POWTS tank may often be appropriate, especially when the POWTS is older, to verify that the tank is still functional.

The bottom line is that the pumping of POWTS tanks as part of an

inspection for a real estate transaction is not required by state regulations, but may be a requirement in some counties or advisable given the circumstances. Accordingly, the revised WRA Addendum B provides that the POWTS tank is to be pumped at the time of the inspection, at the seller's expense, if this is required by the inspector evaluating the POWTS. Unless the inspector is a certified seepage operator, there is little cause to worry that the inspector would require this step unnecessarily.

The POWTS inspection contingency allows the parties to specify which party will be responsible for obtaining the report and for paying all associated costs, other than the cost of pumping, which will be the seller's responsibility if pumping is called for by the inspector. The contingency also indicates whether the seller will have the right to cure.

Variety of POWTS

A vast array of private onsite wastewater treatment systems are approved in Wisconsin, including, for example, drip irrigation, aerobic treatment, ozonation and ultraviolet systems, which may be costly or require extensive maintenance. For descriptions of the types of systems that may be approved for use by the state, see *Legal Update* 01.08, “Private Sanitary System Contingencies & Comm 83” (www.wra.org/LU0108) or the septic systems REALTOR® Resource Page (www.wra.org/Comm83). To read descriptions and review diagrams of different types of systems, visit www.wra.org/WTSsystems. Because POWTS may have several different components, different professionals may be needed for a comprehensive evaluation of some POWTS.

POWTS Inspectors

The POWTS inspection contingency in Addendum B includes a somewhat lengthy list of different types of contractors who may perform a

POWTS inspection. The following discussion overviews the qualifications and credentials of the various professionals who may be allowed to provide a POWTS inspection.

Department of Commerce Credentials

The following credentials are issued by the Wisconsin Department of Commerce.

Certified POWTS Inspector

A POWTS inspector may inspect private onsite wastewater treatment systems to enforce Wis. Admin. Code chapters Comm 81-87 (the Plumbing Code, including chapter Comm 83, regulating POWTS).

A commercial plumbing inspector also may inspect POWTS to enforce Comm 81-87 Plumbing Code.

To obtain this credential a person must pass an open-book exam about the code and POWTS component manuals, or qualify by holding a current Wisconsin master plumber, master restricted service, journeyman plumber or journeyman restricted service license. Twelve hours of continuing education is required every four years.

Licensed Master Plumber – Restricted Service

Restricted-service master plumbers are limited to installation of private onsite wastewater treatment systems and components under Comm 83, the POWTS Code; building sewers and private interceptor main sewers under Comm 82, Plumbing Code; and water services and private water mains under Comm 82. A person applying to take the exam shall have at least 1,000 hours of plumbing-related work experience per year for at least two consecutive years as a licensed journeyman plumber or as a licensed journeyman plumber-restricted service. Twelve hours of continuing education is required every four years.

Licensed Master Plumber

An unrestricted master plumber may install or supervise the installation of all plumbing as defined in Comm 81, Plumbing Code, including private onsite wastewater treatment system, building sewers, building water mains and water services, and may submit plumbing designs for review. A person applying to take the exam shall have (a) At least 1,000 hours of plumbing-related work experience per year for at least three consecutive years as a licensed journeyman plumber or (b) Graduated from an accredited engineering university or college with a degree in civil engineering, mechanical engineering or other approved engineering curriculum related to plumbing. Twenty-four hours of approved continuing education is required every four years.

Certified Soil Tester

A person may conduct soil evaluations relative to the discharge or disposal of liquid domestic wastes into the soil if the person holds a soil tester certification. A soil tester does soil evaluations for Private Onsite Wastewater Treatment Systems. A person must be 18 years old and take an exam regarding basic soil science and the Comm 82-87 Plumbing Code to obtain this credential. Twelve hours of continuing education is required every four years.

Lists of Department of Commerce credential holders in these categories, and the status of a particular credential holder, may be checked online at commerce.wi.gov/SB/SB-CredentialStatusCheck.html.

Department of Regulation and Licensing Credentials

The following credentials are issued by the Wisconsin Department of Regulation and Licensing.

Designer of Engineering Systems (Licensed Plumbing Designer)

A designer of engineering systems is an individual engaged in the prepara-

tion of plans and specifications, consultation, investigation and evaluation in connection with the preparation of plans and specifications in the fields or subfield of heating, ventilation and air conditioning; plumbing systems; private sewage systems; electrical systems; and fire protection systems. Designers generally may not perform design services in those fields or subfields for which they do not hold a permit.

Registered Professional Engineer

A professional engineer is a person who by reason of his or her knowledge of mathematics, the physical sciences and the principles of engineering, acquired by professional education and practical experience, is qualified to engage in the practice of professional engineering. The practice of professional engineering includes any professional service requiring the application of engineering principles and data in which the public welfare or the safeguarding of life, health or property is concerned and involved. Examples include consultation, investigation, evaluation, planning, design, or responsible supervision of construction; and alteration, or operation, in connection with any public or private utilities, structures, projects, bridges, plants and buildings, machines, equipment, processes and works.

The status of a particular Department of Regulation and Licensing credential holder may be checked online at ice.wi.gov/LicenseLookup/individual.do.

Certified Septage Operators

A certified septage operator is an individual who has been issued a certificate by the DNR to do septage servicing as described in Wis. Admin. Code chapter NR 114. To become a certified septage operator an individual must pass an exam.

There are two Septage Operator Certification Grade Levels: GRADE T – conduct all aspects of septage servicing except the land application

of septage, and GRADE L – conduct all aspects of septage servicing including the land application of septage. In addition, a business owner must designate an Operator-in-Charge (OIC) at the appropriate level based upon the type of business and the method of septage disposal/re-use. To become an operator-in-charge a person must already be a certified operator (Grade T or L, as appropriate), have at least 1600 hours of experience in that grade level, participate in a mandatory training class sponsored by the DNR and pass the class exam. Continuing education is required every three years – 18 hours for an OIC and three hours for an operator.

Wisconsin Onsite Wastewater Recycling Association

The Wisconsin Onsite Wastewater Recycling Association has developed a comprehensive Evaluator Certification Training Course designed to make available knowledgeable professionals who can provide uniform, quality evaluations of existing POWTS. WOWRA's goal is to raise the standard for these types of evaluations so that consumers get an accurate assessment of the status of their POWTS based upon uniform criteria. WOWRA conducts a two-day training session twice a year using standardized protocol and forms (see www.wowra.com/POWTS/index.html). Adherence to a code of ethics is required for the certification. WOWRA-certified POWTS evaluators exist in various related professions, such as POWTS installers, soil testers and septic system designers. For more information, visit www.wowra.com. A list of WOWRA-certified POWTS evaluators can be found at www.wowra.com/POWTS/certified_evaluators.html.

Contingency Satisfaction/Right to Cure

The Contingency Satisfaction/Right to Cure provision on page 2 of the revised WRA Addendum B auto-

matically applies to the Well Water Contingency, Well System Inspection Contingency and POWTS Inspection Contingency if those contingencies have been selected by the parties. Each of these contingencies is deemed satisfied unless the buyer delivers a copy of the pertinent report and a written notice stating why the report does not satisfy the applicable standards to the seller and listing broker.

The copy of the report and the notice must be delivered to the seller and the listing broker within five days of buyer's receipt of the report or the deadline specified for delivery of that report, whichever comes first. However, if the seller is providing a report, the buyer's delivery must be made within five days of the buyer's receipt of the report. In this manner, the deadline will be extended out if the seller is late in furnishing the report and the buyer does not unduly lose the ability to exercise the contingencies just because the seller is not complying on time.

If the seller has the right to cure, the seller satisfies the contingency if the seller (1) delivers a written notice of the seller's election to cure to the buyer within 10 days of the seller's receipt of the buyer's notice, and (2) completes the repairs in a good and workmanlike manner that satisfies the standards set forth in the respective contingency and provides the buyer, prior to closing, with a written report detailing the work done.

The offer becomes null and void if the buyer delivers the appropriate notice and copy of the report to the seller on time, and the seller does not have a right to cure. The offer also becomes null and void if the buyer delivers the notice and copy of the report – on time – to a seller with the right to cure who either delivers written notice to the buyer stating that the seller will not cure, or fails to deliver a written notice of the seller's election to cure within the allotted 10 days.

The manner in which the seller may cure certain defects is also specified in this provision:

- If the initial well water report indicates bacteriological contamination, Seller may chlorinate the well and retest up to two times, with the deadlines for the Buyer's receipt of the report and for closing extended for up to 14 days. After a report of bacteriological contamination, Seller must produce two safe water reports to satisfy the well water contingency, unless otherwise agreed in writing.

If the seller is going to attempt to rectify the situation where the well water report indicates that the well water is unsafe on a bacteriological basis by "shocking" or chlorinating the well and retesting, the seller will have to retest twice and come up with two "clean" reports in order to satisfy the Well Water Inspection Contingency. If the parties wish to establish different standards or parameters, they may do so in the Additional Provisions section at the bottom of the first page.

- A POWTS failing to meet the stated standards may be cured only by repairing the current POWTS or by replacing the current POWTS with the same type of system which meets the standards stated in the POWTS Inspection Contingency, unless otherwise agreed in writing.

Any replacement sanitary system must not be disapproved for current use. The seller may install a different type of private sanitary system only with the specific written agreement of the buyer.

Default Number of Days

A provision on the reverse side of Addendum B is a safety net for those REALTORS® who get in a rush and unintentionally fail to specify the number of days in a provision where there is a blank line for just such a purpose. Addendum B sets the default number of days at 15.

Sanitary District

The Sanitary District provision in the WRA Addendum B informs the buyer that the property may be located in a sanitary district that may impose taxes, special assessments or other charges for sewer planning and construction, user fees or other costs upon the owner of the property. The buyer is encouraged to contact sanitary district officials to inquire about such potential costs.

POWTS

Since POWTS is not a familiar term to most REALTORS® and consumers, yet it is the term used now in that field, Addendum B includes a short definitional section explaining that POWTS is the terminology used by the Wisconsin Department of Commerce and sanitary system professionals, as well as in applicable code, Wis. Admin. Code Chapter Comm 83, when referring to a private sanitary system.

Local Code Compliance

Given the fact that many municipalities are beginning to enact their own rules and ordinances regulating POWTS and other property features, it is best that the parties check county and municipal well and septic ordinances and codes to see if there might be additional requirements that may apply to the property. For instance, in a few counties, POWTS inspections are required when a property is sold and the inspector is required to submit a copy of his or her report to the municipality. This is being done in an effort to build an inventory of POWTS records.

Legal Hotline Questions & Answers

The following Hotline questions and answers relate to Addendum B issues such as wells and septic systems.

There are two wells on a listed farm property – one is for the home and the other is by the barn and was filled years ago with gravel. The offer did

not disclose the old well. The buyers are asking for documentation that it was filled properly, but the seller cannot find any paperwork on this. How should the parties proceed?

The agent may refer the buyers and sellers to the DNR and appropriate well professionals. The parties may need to investigate to find out whether the DNR, the seller or any local well closure company has information about the abandonment of the old well. If no documentation can be found, the parties may need to have the well inspected to determine if proper abandonment was accomplished.

A listed home has what appears to be a cistern in the lower level. There is a small opening on the top. Is there anything the seller is required to do?

The DNR regulates cisterns only if they are connected to or located near a water supply, and does not regulate abandoned cisterns. An abandoned cistern may, however, be regulated under municipal ordinances or zoning codes. Accordingly, the listing agent or the seller may wish to check the local ordinances. The cistern may need to be disclosed because of potential impacts on safety, value or health.

Wis. Stat. § 167.27 addresses the capping and filling of wells or similar structures in counties with a population of 500,000 or more. This statute requires the property owner to securely protect any well, cistern or other similar structures in active use with a cover (made of concrete, metal or wood covered with sheet metal) that is securely fastened and of sufficient weight so that it cannot be removed by small children. The cover will protect people from injury. Whenever any shallow-dug well or cistern is abandoned or its use discontinued, the property owner must promptly fill the well or cistern to grade.

An offer includes Addendum B and the private sanitary system contingency. The septic system is not disap-

proved for current use. However, it is not up to current code, but it was at code at the time it was installed. The buyers want a new septic system and the sellers do not want to negotiate. Who gets the earnest money?

It appears that the sellers are not in breach of contract, per this description, and have met their obligations. If the buyers back out of the offer, they are the ones who will be in breach. If the buyers wanted a septic system that is up to current code, the contingency provisions should have been modified to state this.

In Addendum B – private sanitary system inspection contingency, what is the definition of “not disapproved for current use?” Does this mean non-conforming or failed?

The terminology “not disapproved for current use” was designed to prevent buyers from using the fact that a properly functioning septic system did not comply with current code as a means to be released from a contract. Buyers who wish to be released if a septic system does not comply with current code must revise the contingency language.

The bacteria test results on a property are fine, but the lead and nitrate levels are high. The buyer gave a notice stating that this is not acceptable per the well water-testing contingency. The buyer also proposed an amendment stating that he would like a new well drilled. The seller responded with an amendment stating that he is installing a reverse osmosis system for certain parts of the home and removing the well water contingency from the contract. Is a reverse osmosis system considered a remedy of the defect?

What constitutes a good and workmanlike cure may be subject to some debate. Even if the parties produce scientific support for their respective positions, in the end they will need to negotiate a solution or the offer will become null and void. One way to pre-

vent the problem would be to specify in the offer what remedies, if any, the parties agree to be satisfactory in the event of high lead or nitrate levels.

The seller provided the biological safe water report, and the well water failed. The seller is having the well chlorinated under his right to cure. Does merely chlorinating a well meet the requirements of the contract as long as it passes the bacteria test? Is it enough to chlorinate the well and get one good result?

The contract provision requires the seller to cure the defect in a good and workmanlike manner, and providing the treatment and a subsequent safe water test may meet the contingency. However, chlorination may not cure underlying problems if there is something wrong with the well. It may be prudent to specify in contracts involving well water tests what needs to be done – how many chlorination treatments, how many safe water test results, over what time periods, etc. – if the water initially tests as bacteriologically unsafe.

The listing agent just received an offer from the buyer's agent, who wrote in at lines 299-300 of the WB-11 Offer, “Construction Home Inspection, Well Inspection, Septic Inspection” and did not submit an Addendum B covering well and septic issues with the offer. As it is written into the Home Inspection Contingency, the offer indicates the buyer will be paying for the Well, Septic and Home inspections. However, Addendum B boilerplate language requires the seller to pay to have the septic system pumped. Is it a Wisconsin law (and hence the Addendum B boilerplate language) that the seller shall have the system pumped at the seller's expense? If we do not fill out Addendum B does the seller have to pay for the septic pumping? Does the listing agent need to fill out Addendum B on behalf of the buyers?

It is not the listing agent's job to cover for the other agent with Addendum. B. Practically speaking, the seller might want to have the system pumped to avoid a potential fight. It is not, however, a legal requirement that the POWTS be pumped or that it be at the seller's expense.

The buyer received a well inspection report performed on June 17, 2007, when a new well pump was installed. Addendum B calls for a "current" inspection. Does the seller need to have another inspection performed prior to closing for this transaction, which is scheduled for closing at the end of April?

The term "current" is not defined in Addendum B. Because it references a report of an operating system – in this case, the well – it arguably is reasonable on the part of the buyer to request a report that is more recent than nine months ago.

Is a holding tank considered a septic system? Is it an agent's responsibility to give a customer/client copies of the seller's inspection reports? Is a holding tank considered an adverse fact? Would it be required for the seller to tell the buyer that there is a holding tank, not a septic tank, on the property?

A holding tank is a sanitary disposal system, but not a conventional septic system, as long as it is up to code and operating appropriately. However, local governmental units may, by ordinance, ban or limit the use of holding tanks. For further discussion of holding tanks, review *Legal Update* 01.08, "Private Sanitary System Contingencies & Comm 83," online at www.wra.org/LU0108.

If Addendum B was included with the offer, it requires an inspection report and the pumping of the system prior to the inspection. If a buyer has found out after the closing that the holding tank is not to code and no disclosure was made, the buyer may wish to consult an attorney to learn his or her rights and remedies.

The Real Estate Condition Report (RECR) stated, "Well pump installation may not be code compliant – sold as is." The buyer used Addendum B (Active Wells,

Well Water Contingency, Well System Inspection Contingency and Private Sanitary System Inspection Contingency were marked). The well report stated, "Well is a 2, jetted wells with a 1/2HP Goulds Deep well sears pump, 102 pressure tank. The well is pumping 1 3/4 gallons per minute, very slow volume. Well is in a pit and is non code compliant." The plumber said it has to be replaced, but wouldn't put it in writing, so the buyer gave a notice of defects stating, "Per Patten Septic & Well Service, the well must be replaced because it cannot pump at a sufficient volume for residential use." The buyer also gave an amendment proposing a price reduction and the seller's agreement to replace the well.

The notice did not object to the non-code compliance because that was in the RECR. The notice did object to lack of sufficient volume for residential use. The seller has the right to cure by installing a new well that pumps sufficient volume for residential use. The buyer has signed a cancellation agreement and mutual release (CAMR), but the seller does not want to sign, and is thinking of invoking his rights under the offer to purchase earnest money clause. The buyer is threatening to sue. Is a notice of defects enough to get the earnest money back?

If there is a contingency containing a right to cure, the buyer's giving a notice does not trigger the release of the earnest money. The seller would have the option to cure or allow the offer to become null and void. To facilitate the release of the earnest money, the buyer could accompany the notice with a CAMR, which, if the seller elected not to cure and signed, would release the earnest money.

The questions, to be reviewed by counsel for the parties, are whether or not there was proper and timely notice and whether or not there was a deficiency per the contingency. Addendum B does not, as such, contain a flow rate standard in the well system contingency. The standard is whether the well and pressure system conform to code or are disapproved for current use.

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The parties may be referred to counsel to determine if there is a proper notice and how to proceed with the transaction. The earnest money will remain in the broker's trust account until such time as the broker has a proper disbursement agreement.

Addendum B was used with an offer, which allows for the buyers to have water and water system tests done. The buyers said they were going to test for bacterial, but they also had the tester test for arsenic and nitrates. If the levels were high, what would be the extent of the liability? The subagent is saying it is okay to test anyway.

The tests should be conducted only for the substances enumerated in the contingency. The agent's authorization to test, contrary to the parties' contract, could result in claims for damages. The listing broker may discuss this with the agent's employing broker to educate the agent regarding unauthorized tests. If the unauthorized tests result in elevated readings, the buyer may attempt to amend the offer.

The buyers also might argue mistake of fact. When both parties are mistaken as to a basic factual assumption on which the contract was made and the mistake has a material effect on their performances, the contract is voidable by the party adversely affected. Under this theory, both parties must have been mistaken. A mistake by only one of the parties makes a contract voidable only if the party who causes the mistake has reason to know the other party is proceeding based on that mistake. The mistake must be based upon a past or present fact. The parties should be directed to their attorneys for legal advice.

An offer contains a pre-printed Addendum B. Nothing was written in the well water testing provision on lines 16-17 (e.g. nitrates). The agent understands that the only thing to be tested is whether or not the supply of water is bacteriologically safe

for all human consumption. What happens when the well is tested for nitrates and the test comes up as high?

Although the buyer and seller may agree to amend the offer to purchase to include a nitrates testing contingency, they are not required to. Unless a nitrates testing contingency was included, the offer to purchase does not grant the buyer, or the licensed plumber or other independent, qualified person, authority to test for nitrates. Because the test was conducted without authorization, the results are arguably not the basis for a notice per Addendum B. The parties should consult with legal counsel for advice regarding their rights under the terms of the offer.

Please explain the deadlines in an offer that includes Addendum B.

The terms of the contingency, in conjunction with the dates and deadlines provisions of the offer found at lines 140-146, are used to determine deadlines. Per Addendum B, if the seller is to provide a report, the buyer's receipt or the seller's deadline for delivery triggers the time for the buyer's choice of action. Each contingency is treated separately and may have different time lines depending on the delivery of documents.

An Addendum B states that the seller is to provide well and septic inspection reports no later than 20 days after acceptance. The seller did the inspections, both of which failed, and gave copies of the reports to the buyer. Now what does the buyer do?

The buyer may do nothing and proceed with the transaction, give a notice of defects, try to renegotiate the offer by amendment or, if time allows, a combination of these. If the buyer and seller try to renegotiate, the parties may be mindful of the time line in which to timely deliver a notice if an amendment is not agreed upon.

How should abandoned wells be addressed in real estate transactions?

Addenda may be used to address transaction matters not contained in the standard WB contracts. Addendum B may be used to assist buyers and sellers in transaction negotiations regarding abandoned wells. The DNR provides rules relating to private wells and well abandonment. The DNR publication, *PUBL-DG-016-2001*, may be viewed at dnr.wi.gov/org/water/dwg/gw/pubs/abandonment.pdf.

The agent has a deal in which the property has a well. Closing is scheduled for October 23, 2006. During the well inspection, the inspector found that the well is not up to code, but he believed it could be brought up to code at a cost of \$2,100. The seller agreed to bring the well up to code. After the workers began the project, they learned that the well could not be brought up to code because of excessive rust on the pipes. Thus, a new well will need to be drilled that will cost over \$6,000. The seller cannot afford to drill a new well. If the buyer is not willing to share the cost, what are the ramifications?

Pursuant to lines 21-25 of Addendum B, the seller must satisfy the well contingency. In the event that the seller is unable to satisfy the well contingency, the buyer would not be obligated to close the transaction.

An agent's buyer has an offer to purchase on a property, which includes Addendum B, which states the seller is to provide a safe well and water test and evidence that the well is functioning properly and is at least up to codes at the time of installation. The listing agent faxed over a report stating that the well is functioning properly. However, it does not meet today's codes set forth by the DNR, and it may have met the codes at the time of installation, but there is no way to tell when installation occurred. The seller cannot provide definitive

proof that the well was up to code at the time of installation. Since the well does not meet current code because it terminates below ground level, does the seller need to bring the well up to current codes to satisfy the terms of the offer to purchase?

Given the language of the contingency found at lines 21-25 of Addendum B, the seller has the obligation to provide a report from a licensed well driller, licensed pump installer or a master plumber competent to inspect well systems that indicates that the well and pressure system conforms to the code in effect at the time they were installed.

If the seller is unable or unwilling to obtain such a report or bring the well into compliance with the current code, the buyer's contingency will not be satisfied. The seller does not have to bring the well to current code, but the buyer would not

be required to close the transaction in the event that the seller did not provide the report as stated above (or bring the well into compliance) if the buyer delivers a timely and proper notice. The parties could negotiate an amendment to bring the well into conformance with the current code and assign the expenses according to the terms of the amendment.

ADDENDUM B TO THE OFFER TO PURCHASE

This Addendum is made a part of the Offer to Purchase dated _____, made by _____ (Buyer) with respect to the Property at _____.

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.

■ **WELL:** There is is not an active well serving the Property. The well and all related equipment is is not located entirely on the Property. The well is is not a private shared well.

WELL WATER CONTINGENCY: This Offer is contingent upon Buyer receiving, no later than _____ days (after acceptance) (prior to closing) **[STRIKE ONE]** ("prior to closing" if neither is struck), a current report from a state-certified or other independent qualified lab that indicates that the well(s) is/are supplying water that is within the levels established by federal or state laws regulating public water systems for safe human consumption, relative to the following substances: bacteria (total Coliform/ E.coli) and: _____. (Note: if desired, insert other substances that may affect drinking water safety such as: nitrate, pesticides, lead, arsenic, herbicides, etc. See DNR Web site at <http://www.dnr.state.wi.us/org/water/dwg/priweltp.htm>). (Buyer) (Seller) **[STRIKE ONE]** ("Seller" if neither is struck) shall be responsible for obtaining the report(s), including all costs. All water samples used for testing shall be taken by a licensed plumber or other independent, qualified person. Seller (shall) (shall not) **[STRIKE ONE]** ("shall" if neither is struck) have the right to cure. See lines ___ - ___ regarding the right to cure.

WELL SYSTEM INSPECTION CONTINGENCY: This Offer is contingent upon Buyer receiving, no later than _____ days (after acceptance) (prior to closing) **[STRIKE ONE]** ("prior to closing" if neither is struck), a current written report from a licensed well driller or a licensed pump installer competent to inspect well systems, which indicates that the well(s) and pressure system(s) conform to the **(code in effect at time of installation) (current code) [STRIKE ONE]** ("code in effect at time of installation" if neither is struck) and are not disapproved for current use. (Buyer) (Seller) **[STRIKE ONE]** ("Seller" if neither is struck) shall be responsible for obtaining the report(s), including all costs. Seller (shall) (shall not) **[STRIKE ONE]** ("shall" if neither is struck) have the right to cure. See lines ___ - ___ regarding the right to cure.

PRIVATE SANITARY SYSTEM (POWTS) INSPECTION CONTINGENCY: This Offer is contingent upon Buyer receiving, no later than _____ days (after acceptance) (prior to closing) **[STRIKE ONE]** ("prior to closing" if neither is struck), a current written report from a county sanitarian, licensed master plumber, licensed master plumber-restricted service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator, and/or a certified soil tester, which indicates that the POWTS conforms to the code in effect when the POWTS was installed, is not disapproved for current use (is hydraulically functional) and maintains vertical separation from limiting conditions such as groundwater and bedrock per current code. If required by the inspector, the POWTS is to be pumped at time of inspection, at Seller's expense. (Buyer) (Seller) **[STRIKE ONE]** (Seller if neither is struck) shall be responsible for obtaining the report(s), including all costs. Seller (shall) (shall not) **[STRIKE ONE]** ("shall" if neither is struck) have the right to cure. See lines ___ - ___ regarding the right to cure. Note: Different professionals may be needed to inspect different system components.

■ **ADDITIONAL PROVISIONS:** _____

■ **READING:** By initialing and dating below, each Party acknowledges that they have received and read a copy of this Addendum.

(Buyer(s)' Initials)

(Date)

(Seller(s)' Initials)

(Date)

■ **CONTINGENCY SATISFACTION / RIGHT TO CURE:** Each contingency selected above [well water, well system or private sanitary system (POWTS)] shall be deemed satisfied unless Buyer, within five days of the earlier of: 1) Buyer's receipt of the applicable water, well or sanitary system report(s) or 2) the deadline for delivery of said report(s) [Note: (2) is not applicable when Seller is providing report(s)], delivers to Seller and listing broker, if Property is listed, a copy of the report(s) and a written notice stating why the report(s) do(es) not satisfy the standard set forth in the contingency(ies) selected. If Seller has the 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 Buyer's notice; (2) and by curing the defects in a good and workmanlike manner that satisfies the standard set forth in the selected contingency and by giving Buyer a report of the work 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 does not have the right to cure; or (2) Seller has a right to cure but: a) Seller delivers written notice that Seller will not cure or b) Seller does not timely deliver the notice of election to cure.

- ◆ If the initial well water report indicates bacteriological contamination, Seller may chlorinate the well and retest up to two times, with the deadlines for the Buyer's receipt of the report and for closing extended for up to 14 days. After a report of bacteriological contamination, Seller must produce two safe water reports to satisfy the well water contingency, unless otherwise agreed in writing.
- ◆ A POWTS failing to meet the stated standards may be cured only by repairing the current POWTS or by replacing the current POWTS with the same type of system which meets the standards stated in the POWTS Inspection Contingency, unless otherwise agreed in writing.

■ **SHARED WELL AGREEMENT:** If the well providing drinking water to the Property is a private shared well Seller shall, at Seller's expense, provide Buyer, no later than 15 days before closing, with a copy of a shared well agreement that provides, unless otherwise agreed in writing, standards for the operation, maintenance, water testing, repair and use of the well for residential purposes, and the prorata sharing of costs and responsibilities among all parcels served by the well. If not yet recorded, the agreement shall be in recordable form and shall be recorded at Seller's expense at closing.

■ **ABANDONED WELLS:** If there is an abandoned well on the Property that has not been closed, Seller shall, prior to closing and at Seller's expense, close the well and provide Buyer with documentation confirming closure in compliance with all applicable codes. If there is any abandoned well on the Property that was previously closed, Seller shall provide Buyer with documentation evidencing that the well closure was in compliance with all applicable codes in effect at that time.

■ **DEFAULT NUMBER OF DAYS:** Default number of days is 15 if nothing is entered on blank lines requiring the entry of a number of days.

■ **POWTS:** Private Onsite Wastewater Treatment Systems or POWTS is the terminology used by the Wisconsin Department of Commerce and sanitary system professionals, as well as in applicable code, Wis. Admin. Code Chapter Comm 83, when referring to a private sanitary system.

■ **LOCAL CODE COMPLIANCE:** The Parties should check county and municipal well and septic ordinances and codes for additional requirements that may apply to the Property.

■ **SANITARY DISTRICT:** Buyer is informed that the Property may be located within an established sanitary district. Buyer may be subject to taxes, special assessments or other charges for sewer planning or construction, user fees and related costs. Buyer is encouraged to contact officials of the sanitary district to inquire about such costs.

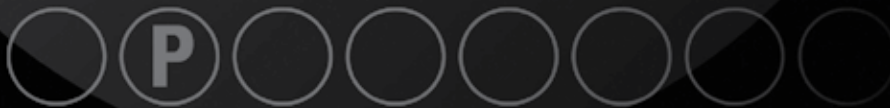
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