

**INSPECTION ADDENDUM
TO PURCHASE AND SALE AGREEMENT**
Continued

- 6. BUYER'S REQUESTS FOR REPAIRS OR MODIFICATIONS.** If Buyer requests repairs or modifications pursuant to Paragraph 3, the parties shall negotiate as set forth in this Paragraph 6. Buyer's initial request and Seller's response made in accordance with the following procedures are irrevocable for the time period provided.
- a. Seller's Response to Request for Repairs or Modifications.** Seller shall have _____ days (3 days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (i) agrees to the repairs or modifications proposed by Buyer; (ii) agrees to some of the repairs or modifications proposed by Buyer; (iii) rejects all repairs or modifications proposed by Buyer; or (iv) offers different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for repairs or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows:
- b. Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have _____ days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to timely respond, the day Seller's response period ends, whichever is earlier, to (i) accept the Seller's response at which time this contingency shall be satisfied; (ii) agree with the Seller on other remedies; or (iii) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer.
- ATTENTION BUYER:** These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in Paragraph 6(b). Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever and this contingency shall be deemed waived.
- 7. REPAIRS.** If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than _____ days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer elects to order and pay for such re-inspection. If Buyer agrees to pay for any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to review the terms of that agreement.
- 8. OIL STORAGE TANKS.** Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller.
- 9. ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY.** Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum).
- 10. NEIGHBORHOOD REVIEW CONTINGENCY.** If the box is checked, Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within _____ (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

INSPECTION RESPONSE FOR FORM 35

The following is part of the Purchase and Sale Agreement dated _____ 1
between _____ ("Buyer") 2
 Buyer Buyer
and _____ ("Seller") 3
 Seller Seller
concerning _____ (the "Property"). 4
 Address City State Zip

I. BUYER'S RESPONSE OR REQUEST FOR REPAIRS OR MODIFICATION 5

- Buyer's inspection of the Property is approved and the inspection contingency is satisfied.* 6
- Buyer's inspection of the Property is disapproved and the Agreement is terminated. The Earnest Money shall be 7
refunded to Buyer.* 8
- Buyer gives notice of an additional inspection. The inspector's recommendation is attached. The time for Buyer's 9
response to the initial and additional inspection is extended as provided in Paragraph 5 of Form 35.* 10
- Buyer requests the following modifications and/or repairs described below or on the attached pages. If Seller 11
agrees to these modifications or repairs, the inspection contingency shall be deemed satisfied.** 12

Note: If Buyer provides any portion of the inspection report to Seller without Seller's prior written consent or as 13
required by Paragraph 5 of Form 35, the inspection contingency shall conclusively be deemed waived. 14

Buyer Date Buyer Date

If Buyer requests modifications and/or repairs, this Form 35R and any other addenda or notice pertaining to the 21
modifications and/or repairs and amendment to the Agreement related to or resulting from the request for 22
modifications and/or repairs shall become a part of the Agreement. 23

II. SELLER'S RESPONSE TO BUYER'S REQUEST FOR REPAIRS OR MODIFICATION. 24

- Seller agrees to all of the modifications or repairs in Buyer's request. The inspection contingency is satisfied, the parties 25
agree to proceed to Closing as provided in the Agreement, and Buyer's reply, below, is not necessary.** 26
- Seller offers to correct only the following conditions described below or on the attached pages:** 27
28
29
- Seller rejects all proposals by Buyer.* 30
- Seller rejects all proposals by Buyer, but proposes the following alternative modifications or repairs described 31
below or on the attached pages:** 32
33
34

Seller Date Seller Date

III. BUYER'S REPLY TO SELLER'S RESPONSE. 36

- Buyer accepts Seller's response and agrees to proceed to Closing as provided in the Agreement.** 37
- Buyer rejects Seller's response. Buyer disapproves of the inspection and this Agreement is terminated. The 38
Earnest Money shall be refunded to Buyer.* 39
- Buyer rejects Seller's response, but offers the attached alternative proposal for modification or repair. Buyer 40
acknowledges that the inspection contingency will be waived unless Buyer and Seller reach written agreement or 41
Buyer gives notice disapproving the inspection and terminating the Agreement before the deadline in Paragraph 42
6(b) of the inspection contingency (NWMLS Form 35).** 43

Buyer Date Buyer Date

* This is a notice which requires only one Buyer's or one Seller's signature. 45
** This is not a notice and requires all Buyer's or Seller's signatures. 46

FEASIBILITY CONTINGENCY ADDENDUM

The following is part of the Purchase and Sale Agreement dated _____ 1
 between _____ ("Buyer") 2
Buyer Buyer
 and _____ ("Seller") 3
Seller Seller
 concerning _____ (the "Property"). 4
Address City State Zip

Feasibility Contingency. Buyer shall verify within _____ days (10 days if not filled in) after mutual acceptance 5
 (the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended purpose including, 6
 but not limited to, whether the Property can be platted, developed and/or built on (now or in the future) and what it will 7
 cost to do this. This Feasibility Contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless Buyer gives 8
 notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of 9
 disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should not 10
 rely on any oral statements concerning feasibility made by the Seller, Listing Broker or Buyer Broker. Buyer should 11
 inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry 12
 shall include, but not be limited to: building or development moratoria applicable to or being considered for the 13
 Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be 14
 constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other 15
 environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the 16
 procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and 17
 utility and any services connection charges; and all other charges that must be paid. 18

Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to 19
 time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may 20
 need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the 21
 Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall 22
 be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. 23

AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED. If checked, this 24
 Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller 25
 on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose. 26

 Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date