



RE: THE PROPERTY KNOWN AS _____
(Street) (City) (Zip Code)

THIS CONTRACT IS CONTINGENT UPON SATISFACTORY COMPLETION OF THE FOLLOWING ITEMS AS DESIGNATED. ALL CONTINGENCIES WILL BE REMOVED IN WRITING. If any contingency in this contract is not removed in writing by the required date, this contract becomes voidable. After the required date, and until the contingency is removed, either party may void the contract by written notice to the other, at which time the earnest money will be returned in full to Purchaser. Seller and Purchaser agree that Selling Broker is not obligated to release the earnest money deposit without written consent of both parties.

Seller grants Purchaser permission for all testing procedures and permit applications as identified below. Unless otherwise specified below, Purchaser will pay all testing and application fees. Only checked items apply.

WELL AND ON-SITE SEWAGE DISPOSAL: County Health Department approval for the installation of a well and on-site sewage disposal system satisfactory to Purchaser. This contingency is to be removed by _____. Purchaser and Seller acknowledge that the property is is not in a "Well First Area" designated by _____ County Health Department. Purchaser will:

1. Hold Seller harmless from any and all liabilities arising from such activities;
2. Pay all costs of any testing procedures; and
3. Pay for refilling any excavation and repairing any damage incurred during testing.

DRIVEWAY PERMIT: Purchaser's approval of a permit for the installation of a residential driveway. This contingency is to be removed by _____.

ZONING/BUILDING PERMIT: Purchaser's satisfaction that a zoning compliance permit and any other permits necessary for construction on the property can be obtained. This contingency is to be removed by _____.

SURVEY: Purchaser's approval of "Stakes in Place" survey of the property. The costs to be paid by Seller Purchaser. This contingency is to be removed by _____.

EASEMENTS & BUILDING RESTRICTIONS: Purchaser's approval of any easements, rights-of-way and/or use restrictions. This contingency is to be removed by _____.

UTILITIES: Purchaser's approval of the availability of utilities. This contingency is to be removed by _____.

LAND DIVISION: Seller obtaining local governmental approval that the parcel to be transferred is in compliance with the current Land Division Act. This contingency is to be removed by Seller by _____.

OTHER CONDITIONS:

MINERAL RIGHTS:
 Full mineral rights will will not pass with the conveyance at closing.
 The mineral rights are currently leased to or owned by _____.

CROPS: _____ has the right to harvest the current crop(s).

OTHER: _____

HAZARDOUS WASTE: Seller has no knowledge of any toxic, hazardous or environmentally dangerous wastes on the property, nor any knowledge of the property ever having been used as a dump site.

ALL PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

Purchaser: _____ Date: _____ Seller: _____ Date: _____

Purchaser: _____ Date: _____ Seller: _____ Date: _____

ACCEPTANCE DATE: Seller Purchaser accepts this counter offer as written.

_____ Date: _____

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