

**WELL ADDENDUM TO
PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated _____ 1
between Richard B. Hoffman _____ Mary E. O'Neil _____ ("Buyer") 2
Buyer _____
and David and Diane Williams _____ ("Seller") 3
Seller _____
concerning 2601 Grandview Road _____ Ferndale _____ WA 98248 _____ (the "Property"). 4
Address _____ City _____ State _____ Zip _____

THIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO ANY WELL 5
OR WATER SUPPLY SYSTEM SERVING THE PROPERTY. 6

1. **Number of Connections.** Seller represents that the well currently has _____ (one, if not filled in) 7
connection(s). 8
2. **Seller's Representations.** Seller represents that, except as explained below, to the best of Seller's knowledge, the 9
well and water supply system serving the Property (a) provide an adequate supply of household and yard water for 10
Seller's use; (b) are not presently contaminated by biological or chemical agents; (c) comply with all applicable local, 11
state, and federal laws, standards, and regulations, including applicable purity standards; and (d) have no other 12
material defects. 13
3. **Well Documents Review Period.** Seller shall deliver to Buyer all documents in Seller's possession associated 14
with the well, including, but not limited to shared well agreements and maintenance records, within _____ days 15
(10 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of 16
disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the 17
above documents are due, whichever is earlier, then this well documents review period shall conclusively be 18
deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and 19
the Earnest Money shall be refunded to Buyer. 20
4. **Well Inspection.** Buyer is advised to conduct all inspections necessary or reasonable to ensure that the well and 21
water quality and supply is satisfactory to Buyer. Such inspection(s) may include testing of flow rate; purity 22
standards (organic and inorganic); verification that the source is adequate and that the system meets federal, 23
state and/or local standards as well as any other matter of concern to Buyer. Any inspection(s) shall be (a) 24
ordered by Buyer; (b) performed by qualified inspector(s) of Buyer's choice; and (c) completed at Buyer's 25
expense. Buyer shall have the right to attend the inspection(s). 26
- a. **Water Quality Contingency.** The Agreement is contingent on Buyer's approval of an inspection of the water 27
quality and/or purity tests (organic and inorganic). Water quality tests shall be performed by a qualified 28
professional. The water quality and/or purity tests shall; shall not be submitted to a private lab for further 29
evaluation. 30
This water quality contingency shall conclusively be deemed waived and Seller shall not be obligated to make 31
repairs or modifications unless within _____ days (15 days if not filled in) of mutual acceptance, Buyer 32
gives written notice (a) disapproving of the inspection report and terminating the Agreement or (b) proposing 33
repairs to the well related to water quality or modifications to the Agreement. 34
- b. **Water Quantity Contingency.** The Agreement is contingent on Buyer's approval of an inspection including 35
(i) water quantity tests, flow rates, and verification that the source is adequate; (ii) compliance with federal, 36
state and/or local standards; and (iii) any other matter of concern to Buyer. The water quantity test shall be 37
performed by a qualified professional. 38
This water quantity contingency shall conclusively be deemed waived and Seller shall not be obligated to 39
make repairs or modifications unless within _____ days (15 days if not filled in) of mutual acceptance, 40
Buyer gives notice (a) disapproving the inspection and terminating the Agreement or (b) proposing repairs to 41
the well related to water quantity or modifications to the Agreement. 42

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c. Buyer's Requests for Repairs or Modifications. If Buyer requests repairs or modifications pursuant to Paragraph 4(a) and/or Paragraph 4(b), the parties shall negotiate as set forth in this Paragraph 4(c). Buyer's initial request and Seller's response made in accordance with the following procedures are irrevocable for the time period provided.	43
i. 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:	47
ii. 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 well inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer.	55
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 4(c)(ii). Buyer's inaction during Buyer's reply period shall result in waiver of this well inspection contingency, in which case Seller shall not be obligated to make any repairs or modifications whatsoever and this contingency shall be deemed waived.	61
5. Water Rights Transfer. The parties acknowledge that water rights may not automatically transfer with title to the Property and the parties should consult with an attorney to facilitate the transfer of any water rights. Such transfers may require the consent of third parties and governmental agencies. Any transfer costs, including obtaining any required consents, shall be paid by <input type="checkbox"/> Seller; <input type="checkbox"/> Buyer.	66
6. Local Requirements. Buyer acknowledges that water supply requirements and water use limits vary by city, county, and watershed. Buyer is advised to consult with an expert regarding water supply requirements and water use limits for the Property.	70
7. Other.	73
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Buyer's Initials _____ Date _____

Buyer's Initials _____ Date _____

Seller's Initials _____ Date _____

Seller's Initials _____ Date _____