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SEPTIC ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated _____

between **Richard B. Hoffman** (Buyer) **Mary E. O'Neil** (Buyer) ("Buyer")

and **David and Diane Williams** (Seller) (Seller) ("Seller")

concerning **2601 Grandview Road** (Address) **Ferndale** (City) **WA** (State) **98248** (Zip) (the "Property").

THIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO THE ON-SITE SEWAGE SYSTEM ("OSS") SERVING THE PROPERTY, EXCEPT FOR THE PROVISIONS OF A COUNTY SPECIFIC SEPTIC ADDENDUM.

1. **Type of OSS.** The Property is served by:
   - ☑ Private Septic System
   - ☐ Shared Septic System
2. **Seller's Representations**. Seller represents that, to the best of Seller's knowledge, the OSS serving the Property (a) does not require repair other than pumping and normal maintenance; (b) does not currently violate any applicable local, state, and federal laws, standards, and regulations; and (c) has no material defects.
3. **Maintenance Records**. Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving the Property within _____ days (10 days if not filled in) of mutual acceptance.
4. **County or City Inspection Requirements**. Seller shall comply with any local regulations or ordinances that may require Seller to conduct an inspection of the OSS prior to the sale of the Property.
5. **Inspection and Pumping of OSS**. Seller shall have the OSS inspected and, if the inspector determines necessary, pumped by an OSS service company at Seller's expense. Seller shall provide Buyer with a copy of the inspection report within _____ days (10 days if not filled in) of mutual acceptance. If Seller had the OSS inspected and, if necessary, pumped within _____ months (12 months if not filled in) of mutual acceptance by an OSS service company and Seller provides Buyer with written evidence thereof, including an inspection report, Seller shall have no obligation to inspect and pump the system unless otherwise required by Buyer's lender.
   - ☑ **Buyer's Right to Attend Inspection.** If checked and if Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection. Seller shall provide Buyer with 3 days notice of the date and time of the inspection.
6. **OSS Inspection Contingency.** This Agreement is conditioned on Buyer's subjective satisfaction of the inspection report from the OSS service company. This contingency shall be deemed waived unless Buyer gives notice of disapproval of the inspection report within _____ days (5 days if not filled in) after receipt of the inspection report. If Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
7. **Other.**

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