

## 2.8 WELL ADDENDUM

1 **1. Property Address or Description:** \_\_\_\_\_

2 **2. Names of Parties to this Agreement:**

3 Buyer _____	Seller _____
4 Buyer _____	Seller _____
5 Buyer _____	Seller _____
6 Buyer _____	Seller _____

7 **3. Definitions and Background.** In any transaction for the sale or exchange of real estate that includes interest in a well that is  
8 operational to supply ground water for domestic purposes (human consumption, household use, or related accessory uses), the Seller  
9 must have the well tested for arsenic, nitrates and total coliform bacteria by an accredited laboratory and report the results to the  
10 Oregon Health Authority ("OHA") (see ORS 448.271 and OAR 333-061-0305 to 333-061-0335). Additional testing may be required by  
11 the OHA if the well is in an area of public health concern. Properties with springs and capped domestic wells on unimproved lots are  
12 not required to be tested. More information can be found on the OHA web page dedicated to the Domestic Well Testing Act and real  
13 estate transactions. **This addendum creates contractual well testing rights and obligations that may go beyond state law**  
14 **requirements.**

15 **4. Seller Representations and Duty to Provide Records.** Seller will promptly provide Buyer with all well logs, well test reports and  
16 other well records to which Seller has access, including any records related to water quality, flow and usage provided by a community  
17 well operator. Seller represents that except as explained below or in the Seller's Property Disclosure Statement, to the best of Seller's  
18 knowledge the well and water supply system serving the property provide an adequate supply of water for year-round household and  
19 landscaping use based upon current output, is not contaminated, complies with all local, state and federal laws and regulations, and  
20 has no material defects or usage restrictions other than the following: \_\_\_\_\_  
21 \_\_\_\_\_  
22 \_\_\_\_\_

23 **5. Type.**  Domestic Well (one property)  Shared Domestic Well (up to 3 properties)  Community Well (more than 3 properties)

24 **6. Location.**  on subject property  on nearby property located at \_\_\_\_\_

25 **7. Filtration.** Is/are there (a) filtration system(s)  Yes  No. If yes, specify type and location of all filtration systems: \_\_\_\_\_  
26 \_\_\_\_\_

27 **8. Statutorily Required Water Quality Testing (Domestic Wells and Shared Domestic Wells Only).** Seller shall promptly order a well  
28 water test for total coliform bacteria, arsenic and nitrates by an accredited laboratory at Seller's expense. A list of accredited  
29 laboratories can be found by visiting the OHA website or calling OHA. The untreated sample must be collected and sent to the lab by  
30 a person with knowledge of appropriate procedures for collection and handling of water samples, such as a registered sanitarian,  
31 certified water system operator, well driller, pump installer, or lab technician. Upon receipt, Seller or Seller's designee shall promptly  
32 report the lab results to OHA, following the Agency's reporting requirements, and to Buyer.

33 **9. Optional Additional Water Testing (Domestic Wells and Shared Domestic Wells Only).** Buyer will promptly order and have the  
34 following tests performed by a professional with knowledge of the appropriate procedures for handling water samples:

35 At  Buyer's  Seller's expense Other water quality tests at  Faucet [Location of Faucet: \_\_\_\_\_]  Wellhead,  
36 *specify other water quality tests:* \_\_\_\_\_  
37 \_\_\_\_\_

38 At  Buyer's  Seller's expense Well flow test, lasting \_\_\_\_\_ Hours.

39 **10. Buyer's Termination Rights.** If well records or tests identify items that are unacceptable to Buyer, Buyer must promptly notify  
40 Seller of such items.


41 After giving Seller notice of unacceptable well conditions, Buyer has  **3 Business Days** or  \_\_\_\_\_ **Business Days** ("Well Period")  
42 to either:


**Buyer Initials** \_\_\_\_\_ **Seller Initials** \_\_\_\_\_



- 43 (i) Terminate the transaction at Buyer's discretion by delivering a **Form 5.3 Buyer's Notice of Termination** to Seller stating that
- 44 the well condition was unacceptable. In this instance all Earnest Money shall be refunded to Buyer; or
- 45 (ii) Negotiate and come to a written agreement with Seller about how to address conditions identified in the Evaluation that are
- 46 unacceptable to Buyer.

47 If a written agreement is reached and mutually accepted, Buyer's right to terminate under this Addendum during the Well Period shall  
48 immediately cease. Buyer's failure to terminate in accordance with this Section constitutes Buyer's acceptance of well and well water  
49 conditions and Buyer's release of their right to terminate under this Well Addendum. Upon Seller's request, Buyer must provide Seller  
50 with copies of inspection reports.

 51 **11. Buyer Acknowledgement.** Buyer acknowledges that Seller's representations are not warranties. Buyer further acknowledges that  
52 even when wells are inspected and tested, it is impossible to guarantee the future quality or quantity of well water. Catastrophic  
53 events can occur that change the well quality and well flow overnight. Other events, such as development and drought, can affect the  
54 quality and quantity of water over time. Buyer acknowledges that any test of a well is a snapshot in time and is not an indication of a  
55 well's future output, quality, or condition.

 56 **12. Statutorily Required Well Registration (Domestic Wells and Shared Domestic Wells Only).** If well is not registered at time of  
57 Closing, Buyer, or Buyer's representative, will register well using the Oregon Water Resources Department's ("OWRD") well ID number  
58 application form no later than **30 Calendar Days** after Closing. Seller will assist Buyer as needed. These obligations survive Closing. For  
59 more information see ORS 537.789 and the OWRD Well Identification Program webpage.

60 **13. Signatures.**

61 **By signing below, the Parties agree to the terms of this addendum and make it part of the above referenced Sale Agreement:**

62 Buyer: _____	Dated: _____
63 Buyer: _____	Dated: _____
64 Buyer: _____	Dated: _____
65 Buyer: _____	Dated: _____
66	
67 Seller: _____	Dated: _____
68 Seller: _____	Dated: _____
69 Seller: _____	Dated: _____
70 Seller: _____	Dated: _____

