

**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, shared well agreements (if any), flow and  
 17 usage provided by a community well operator. Seller represents that except as explained below or in the Seller's Property Disclosure  
 18 Statement, to the best of Seller's knowledge the well and water supply system serving the property provide an adequate supply of  
 19 water for year-round household and landscaping use based upon current output, is not contaminated, complies with all local, state  
 20 and federal laws and regulations, and 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).** Seller shall Promptly order a well water  
 28 test for total coliform bacteria, arsenic and nitrates by an accredited laboratory at Seller's expense. A list of accredited laboratories  
 29 can be found by visiting the OHA website or calling OHA. The untreated sample must be collected and sent to the lab by a person with  
 30 knowledge of appropriate procedures for collection and handling of water samples, such as a registered sanitarian, certified water  
 31 system operator, well driller, pump installer, or lab technician. Upon receipt, Seller or Seller's designee shall Promptly report the lab  
 32 results to OHA, following the Agency's reporting requirements, and to Buyer. **If Parties intend for water quality tests on a Community**  
 33 **Well, Parties should specify these Community Well quality tests in Section 9.**

34 **9. Optional Additional Water Quality Testing.** Buyer will Promptly order and have the following tests performed by a professional  
 35 with knowledge of the appropriate procedures for handling water samples:

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

38 At  Buyer's  Seller's expense Well flow test, lasting up to \_\_\_\_\_ Hours (Buyer should consult lender about any lender  
 39 requirements for length of well flow test).

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

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

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

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

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

53 **11. Buyer Acknowledgement.** Buyer acknowledges that Seller's representations are not warranties. Buyer further acknowledges that  
54 even when wells are inspected and tested, it is impossible to guarantee the future quality or quantity of well water. Catastrophic  
55 events can occur that change the well quality and well flow overnight. Other events, such as development and drought, can affect the  
56 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  
57 well's future output, quality, or condition.

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

62 **13. Signatures.**

63 **By mutually accepting the above terms, the Parties agree to the terms of this Addendum and make it part of the above  
64 referenced Sale Agreement:**

65 Buyer: \_\_\_\_\_ Dated: \_\_\_\_\_

66 Buyer: \_\_\_\_\_ Dated: \_\_\_\_\_

67 Buyer: \_\_\_\_\_ Dated: \_\_\_\_\_

68 Buyer: \_\_\_\_\_ Dated: \_\_\_\_\_

69

70 Seller: \_\_\_\_\_ Dated: \_\_\_\_\_

71 Seller: \_\_\_\_\_ Dated: \_\_\_\_\_

72 Seller: \_\_\_\_\_ Dated: \_\_\_\_\_

73 Seller: \_\_\_\_\_ Dated: \_\_\_\_\_